

DATED - TBC

NHS EDUCATION AND TRAINING CONTRACT

between

HEALTH EDUCATION ENGLAND

and

UNIVERSITY OF EXETER

Title

CYP Mental Health Inpatient and Community Pathway Training

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NHS HEALTH EDUCATION ENGLAND - EDUCATION AND TRAINING CONTRACT

This contract is dated [DATE - tbc]

Parties

- (1) **HEALTH EDUCATION ENGLAND**, whose head office is at 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL, (“**HEE**”); and
- (2) **UNIVERSITY OF EXETER** whose head office is at **Northcote House, The Queens Drive, Exeter, EX44QJ** (the “**Provider**”),

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

Signed by the authorised representative of HEE

Name: [REDACTED]

HEE Signature: [REDACTED]

Position: Director of Performance & Delivery (South West)

Signed by the authorised representative of THE PROVIDER

Name: [REDACTED]

The Provider Signature: [REDACTED]

Position:

1 DEFINITIONS

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

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| “Actual Monthly Value” | means for the relevant month, the aggregate of all Funding payments made to the Provider under this contract in respect of all Services delivered in that month (excluding VAT but before any deductions, withholdings or set-off); |
| “Business Continuity Event” | means any event or issue that could impact on the operations of the Provider and its ability to provide the Services including an influenza, epidemic, pandemic and any Force Majeure Event; |
| “Business Continuity Plan” | means the Provider’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event; |
| “Business Day” | means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales; |
| “Change Control Process” | means the change control process referred to in clause 44 and 45; |
| “Codes of Practice” | shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5; |
| “Commencement Date” | means the date of this contract; |
| “Confidential Information” | <p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the contract including any procurement process which is:</p> <ul style="list-style-type: none">(a) Personal Data including without limitation which relates to any Learner;(b) designated as confidential by either Party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or(c) Policies and such other documents which the Provider may obtain or have access to through HEE’s intranet; |
| “Contracting Authority” | means any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than HEE; |
| “Contract Management Meeting” | means a meeting of HEE and the Provider held in accordance with clause 28; |
| “Contract Performance Notice” | <ul style="list-style-type: none">(a) a notice given by HEE to the Provider under clause 27, alleging failure by the Provider to comply with any obligation on its part under this contract; or |

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| | (b) a notice given by the Provider to HEE under clause 27 alleging failure by HEE to comply with any obligation on its part under this contract, as appropriate; |
| “Controller” | shall have the same meaning as set out in the Data Protection Legislation; |
| “Convictions” | means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act); |
| “COVID-19” | means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); |
| “Data Loss Event” | means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this contract, and/or actual or potential loss, inaccessibility of and/or destruction of such Personal Data in breach of this contract, including any Personal Data Breach; |
| “Data Protection Legislation” | means (i) the Data Protection Act 2018; (ii) any European Union laws that relate to data protection or privacy that have been incorporated into UK law following the exit of the UK from the European Union as amended or supplemented from time to time by UK law including but not limited to the UK GDPR (iii) any European Union laws that are applicable in the UK pursuant to Article 71 of the withdrawal agreement between the European Union and the UK (2019/C 384 I/01); and (iv) all applicable Law about the processing of personal information and privacy; and the guidance and codes of practice issued by the Information Commissioner; |
| “Data Protection Protocol” | means the protocol contained in Error! Reference source not found. ; |
| “Disclosure and Barring Service” | means the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012; |
| “Dispute(s)” | means any dispute, difference or question of interpretation or construction arising out of or in connection with this contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the contract, or any matter where this contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure; |

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| “Dispute Notice” | means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute; |
| “Dispute Resolution Procedure” | means the process for resolving Disputes as set out in clause 24; |
| “DOTAS” | means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992; |
| “EDS2” | means the Equality Delivery System for the NHS – EDS2, being a tool designed to help NHS organisations, in discussion with local stakeholders, to review and improve their equality performance for people with characteristics protected by the Equality Act 2010, and to support them in meeting their duties under section 1 of the Equality Act 2010, available on the NHS England webpage (as may be updated or superseded from time to time); |
| “Electronic Trading System(s)” | means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as HEE may specify from time to time; |
| “Emergency Preparedness, Resilience and Response” | means the emergency preparedness, resilience and response guidance relating to the need to plan for, and respond to, a wide range of incidents and emergencies that could affect health or patient care, issued by NHS England / NHS Improvement and available on the NHS England webpage (as may be updated or superseded from time to time); |
| “Employed Learner” | means those Learners who are recruited into NHS posts on Programmes leading to statutory or voluntary registration, who are for the duration of their training only employed by a Provider, or another contractually agreed Lead Employer, and for whom HEE may provide a financial contribution; |
| “Environmental Regulations” | shall have the meaning given to the term in paragraph Schedule 51.2 of |

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| “eProcurement Guidance” | <p>means the NHS eProcurement strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;</p> |
| “Equality Legislation” | <p>means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;</p> |
| “Exception Report” | <p>means a report issued in accordance with clause 32 notifying the relevant Party’s Governing Body of that Party’s breach of a Remedial Action Plan and failure to remedy that breach;</p> |
| “Force Majeure Event” | <p>has the meaning given to it in clause 22;</p> |
| “Electronic Trading System(s)” | <p>means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;</p> |
| “Exit Requirements” | <p>means HEE’s exit requirements, as set out in the Service Specification and/or otherwise as part of this contract, which the Provider must comply with during the Term and/or in relation to any expiry or early termination of this contract;</p> |
| “Expiry Date” | <p>means the date delivery of the Services shall end as specified in Schedule 1 (Service Specification and Tender Submissions);</p> |
| “Extra-ordinary Review Meeting” | <p>means a meeting to be held in accordance with clause 37.3;</p> |
| “FOIA” | <p>shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;</p> |
| “Fraud” | <p>means any offence under any law in respect of fraud in relation to this contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;</p> |

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| “Funding” | means the Funding that is payable to the Provider by HEE under the contract for the full and proper performance by the Provider of its obligations under the contract; |
| “General Anti-Abuse Rule” | means: <ul style="list-style-type: none">(a) the legislation in Part 5 of the Finance Act 2013; and(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions; |
| “Good Industry Practice” | means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this contract, including in accordance with any codes of practice published by relevant trade associations; |
| “Governing Body” | means in respect of any Party, the board of directors, governing body, executive team or other body having overall responsibility for the actions of that Party; |
| “Governing Documents” | means a Party’s standing orders, scheme of delegation, and standing financial instructions, as may be updated, replaced, or superseded from time to time; |
| “Guidance” | means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by HEE and/or have been published and/or notified to the Provider by the Department of Health and Social Care, NHS England / Improvement, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the Cabinet Office, HM Treasury, the Care Quality Commission and/or any other regulator or competent body; |
| “Halifax Abuse Principle” | means the principle explained in the CJEU Case C-255/02 Halifax and others; |
| “HEE Materials” | means all documents, information, items and materials in any form, whether owned by HEE or a third party, which |

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| | are provided by HEE to the Provider in connection with the Services; |
| “HEE Representative” | means either a Regional Director, National Director, regional manager and/or a national manager of HEE; |
| “HEE Quality Framework” | means the multi-professional education and training quality framework published by HEE in April 2016 and as amended thereafter from time to time, measuring the quality of education and training across learning environments in England; |
| “HM Government Cyber Essentials Scheme” | <p>means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at:</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;</p> |
| “HRA” | means the Human Rights Act 1998; |
| “Immediate Action Plan” | means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Learners, Service Users, the public and/or Staff; |
| “Implementation Requirements” | means HEE’s implementation and mobilisation requirements (if any), as may be set out in the Service Specification which the Provider must comply with as part of implementing the Services; |
| “Insolvency Event” | means the occurrence of any of the following events in respect of the Provider: (i) the Provider being, or being deemed for the purposes of any applicable Laws or Guidance to be, unable to pay its debts or insolvent; (ii) the Provider admitting its inability to pay its debts as they fall due; (iii) the value of the Provider’s assets being less than its liabilities taking into account contingent and prospective liabilities; (iv) the Provider suspending payments on any of its debts or announces an intention to do so; (v) by reason of actual or anticipated financial difficulties, the Provider commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness; (vi) a moratorium is declared in respect of any of the Provider’s indebtedness; (vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider; (viii) a composition, assignment or arrangement with any creditor of any member of the Provider; (ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) |

in respect of the Provider or any of its assets; (x) a resolution of the Provider or its directors is passed to petition or apply for the Provider's winding-up or administration; (xi) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise); or (xii) if the Provider suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident;

"Intellectual Property Rights"

means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;

"JI Report"

means a report detailing the findings and outcomes of a Joint Investigation;

"Joint Investigation"

means an investigation into the matters referred to in a Contract Performance Notice in accordance with clause 29;

"KPI"

means the key performance indicators as set out in **Error! Reference source not found.;**

"Law"

means any applicable legal requirements including, without limitation:

- (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;
- (b) any European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument) retained in UK law following the exit of the UK from the European Union;
- (c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (d) requirements set by any regulatory body as applicable in England and Wales;
- (e) any relevant code of practice as applicable in England and Wales; and

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| | (f) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above); |
| “Learner” | means those individuals enrolled on a Programme of education / training to be supplied pursuant to this contract by the Provider as part of the Services; |
| “Lead Employer” | means a third party whom it is agreed will act as employer of Staff or Learners; |
| “Local Counter Fraud Specialist” | the accredited local counter fraud specialist nominated by HEE; |
| “Long Stop Date” | means the date 3 months following the Services Commencement Date; |
| “Losses” | means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law as set out in clause 13.1 of this contract; |
| “National Director” | means a person with delegated authority from HEE to act for and on behalf of HEE on a national basis; |
| “NHS” | means the National Health Service; |
| “NHS Brand” | means the name and logo of the NHS and any other names, logos and graphical presentations as held by the Secretary of State required to be used in connection with the provision of the Services; |
| “NHS Branding Guidelines” | means NHS brand policy and guidelines, as revised, updated or re-issued from time to time by NHS England and/or the Department of Health and Social Care, and which are available on the NHS England webpage (as may be updated or superseded from time to time); |
| “NHSCFA” | means the NHS Counter Fraud Authority, the special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group; |
| “Occasion of Tax Non-Compliance” | means: (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or |

legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- (ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

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| “Party” | means HEE or the Provider as appropriate and Parties means both HEE and the Provider; |
| “Personal Data” | shall have the same meaning as set out in the Data Protection Legislation; |
| “Personal Data Breach” | shall have the same meaning as set out in the Data Protection Legislation; |
| “Policies” | means the policies, rules and procedures of HEE as provided to the Provider from time to time; |
| “Premises and Locations” | has the meaning given under clause 6.1; |
| “Process” | shall have the same meaning as set out in the Data Protection Legislation. Processing and Processed shall be construed accordingly; |
| “Processor” | shall have the same meaning as set out in the Data Protection Legislation; |
| “Programme” | any programme as identified in Schedule 1; |
| “Protective Measures” | means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it; |
| “Provider” | means the supplier named at the top of this contract on the first page; |
| “Provider Outputs” | means any output of the Services to be provided by the Provider to HEE as specified in Error! Reference source not found. and any other documents, products and |

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| | materials provided by the Provider to HEE in relation to the Services; |
| “Previous Contract” | means 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; |
| “Provider Personnel” | means any employee, agent, consultant and/or contractor of the Provider or Sub-contractor who is either partially or fully engaged in the performance of the Services; |
| “Provider Representative” | means such person with delegated authority to act on behalf of the Provider as notified by the Provider to HEE from time to time in accordance with clause 8.1.4; |
| “Purchase Order” | means the purchase order required by HEE’s commercial governance systems (if applicable); |
| “Quality and Performance Requirements” | means the requirements set out in Error! Reference source not found. ; |
| “Regional Director” | means the person with delegated authority from HEE to act for and on behalf of HEE within any given Region; |
| “Region” | means 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; |
| “Relevant Tax Authority” | means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Provider is established; |
| “Remedial Action Plan” | means a plan to rectify a breach of or performance failure under this contract (or, where appropriate, a Previous Contract in accordance with the terms of such Previous Contract), specifying actions and improvements required, dates by which they must be achieved and consequences for failure to do so, as further described in clause 30; |
| “Residual Contract Period” | means the period after this contract expires or is terminated in accordance with its terms, during which the Provider is required (pursuant to the provisions of clauses 16.3 and 16.4 of this contract) to complete the Programme of education / training of Learners enrolled on such Programmes of education / training under this contract and all other relevant activity; |
| “Review Meeting” | means a meeting to be held in accordance with clause 37 at the intervals set out in clause 37 or as otherwise requested in accordance with clause 37; |

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| “Service User” | means a patient or service user for whom a Provider has statutory responsibility; |
| “Services” | means the services set out in Part 2 of Error! Reference source not found. of this contract and including, without limitation, Part 1 of Schedule 1 which sets out the requirements of HEE as issued to tenderers as part of the procurement process and the Provider’s response to these requirements; |
| “Services Commencement Date” | means the date delivery of the Services shall commence as specified in Schedule 1 (Service Specification and Tender Submissions). If no date is specified in Schedule 1 (Service Specification and Tender Submissions) this date shall be the Commencement Date; |
| “Service Development and Improvement Plan or SDIP” | means an agreed plan setting out improvements to be made by the Provider to the Services (which may comprise or include any Remedial Action Plan agreed in relation to a Previous Contract); |
| “Services Information” | means information concerning the Services as may be reasonably requested by HEE and supplied by the Provider to HEE in accordance with clause 19 of this contract; |
| “Service Specification” | means the information set out in Part 2 of Schedule 1; |
| “Staff” | means all persons employed or engaged by the Provider to perform its obligations under this contract including any Sub-contractors and person employed or engaged by such Sub-contractors; |
| “Sub-contract” | means any sub-contract entered into by the Provider or by any Sub-contractor of any level for the purpose of the performance of any obligation on the part of the Provider under this contract; |
| “Sub-contractor” | means any sub-contractor, whether of the Provider itself or at any further level of sub-contracting, under any Sub-contract; |
| “Term” | means the term set out in clause 2.1; |
| “Termination Notice” | means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this contract on a specified date and setting out the grounds for termination; |
| “Third Party Body” | has the meaning given under clause 9.11 of this contract; |
| “UK GDPR” | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the |

processing of personal data and on the free movement of such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended or supplemented from time to time by UK law

“VAT”

means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax;

“WRES”

means the NHS Workforce Race Equality Standard.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This contract shall be binding on, and endure to the benefit of, the parties to this contract and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to any guidance or policy is a reference to it as amended, superseded, or replaced from time to time.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.13 A reference to **writing** or **written** includes either letter or email only.
- 1.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

- 1.15 A reference to **this contract** or to any other contract or document referred to in this contract is a reference of this contract or such other contract or document, in each case as varied from time to time.
- 1.16 References to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **COMMENCEMENT AND DURATION**

- 2.1 This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, or until the Expiry Date when this contract shall terminate automatically without notice (the “**Term**”).
- 2.2 The Term may be extended in accordance with **Error! Reference source not found.** provided the Services have commenced before the Long Stop Date. The Term shall include the Initial Term and, where applicable, any Extended Term agreed between the Parties in accordance with Schedule 1.
- 2.3 The Provider shall provide or procure the provision of the Services to HEE from the Services Commencement Date as specified in **Error! Reference source not found..**
- 2.4 For the avoidance of doubt, there is no automatic roll-over of this contract on expiry or termination of the Term.
- 2.5 Where this contract is used to facilitate an initial pilot project, the contract shall not be extended in accordance with clause 2.2 and **Error! Reference source not found..**
- 2.6 The Parties acknowledge that the Staff of the Provider (and the Provider) are not acting as agents of HEE when carrying out the Services.

3 **PROVIDER’S WARRANTIES**

- 3.1 The Provider warrants, represents and undertakes that:
- 3.1.1 it has full power and authority to enter into this contract and to deliver the Services, and that all necessary approvals and consents have been obtained and are in full force and effect;
- 3.1.2 the execution of this contract does not and shall not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;
- 3.1.3 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this contract and the documents referred to in this contract;
- 3.1.4 any information provided by the Provider is in all material respects accurate and not misleading, and since its provision there has not been any material change to that information or to the Provider’s position or developments that would have adversely affected the decision of a reasonable public sector funder to fund the Services substantially on the terms of this contract;

- 3.1.5 to the best of its knowledge, nothing shall have, or is likely to have, a material adverse effect on its ability to deliver the Services (assuming receipt of the Funding); and it has, and shall maintain, adequate insurances in respect of the Services;
- 3.1.6 unless otherwise set out in the Services and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
- 3.1.7 receipt of the Services by or on behalf of HEE and use of the Provider Outputs or of any other item or information supplied or made available to HEE as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- 3.1.8 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this contract and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;
- 3.1.9 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying HEE in writing at least twenty one (21) Business Days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
- 3.1.10 without prejudice to any specific notification requirements set out in this contract, it will promptly notify HEE of any health and safety hazard which has arisen, or the Provider is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
- 3.1.11 unless otherwise confirmed by HEE in writing (to include, without limitation, as part of the Service Specification), it will ensure that any products purchased by the Provider partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014) (as supplemented by procurement policy note 01/15: implementing Energy Efficiency Directive article 6: further information), to the extent such requirements apply to the relevant products being purchased;
- 3.1.12 it shall at all times conduct its business in a manner that is consistent with any anti-slavery policy of HEE and shall provide to HEE any reports or other information that HEE may request as evidence of the Provider's compliance with this;
- 3.1.13 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by HEE from time to time (acting reasonably);
- 3.1.14 all information included within the Provider's responses to any documents issued by HEE as part of the procurement relating to the award of this

- contract (to include, without limitation, as referred to in the Schedules) and all accompanying materials is accurate;
- 3.1.15 all necessary actions to authorise the execution of and performance of its obligations under this contract have been taken before such execution;
- 3.1.16 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Provider;
- 3.1.17 there are no material agreements existing to which the Provider is a party which prevents the Provider from entering into or complying with this contract;
- 3.1.18 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this contract;
- 3.1.19 it has satisfied itself as to the nature and extent of the risks assumed by it under this contract and has gathered all information necessary to perform its obligations under this contract and all other obligations assumed by it;
- 3.1.20 all information, data and other records and documents required by HEE as set out in the Services shall be submitted to HEE in the format and in accordance with any timescales set out in the Schedules;
- 3.1.21 it shall comply with the eProcurement Guidance as it may apply to the Provider and shall carry out all reasonable acts required of the Provider to enable HEE to comply with such eProcurement Guidance, to the extent the same applies to HEE;
- 3.1.22 as at the Commencement Date, it has notified HEE in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Provider shall:
- (i) notify HEE in writing of such fact within five (5) Business Days of its occurrence; and promptly provide to HEE:
 - (A) details of the steps which the Provider is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (B) such other information in relation to the Occasion of Tax Non-Compliance as HEE may reasonably require;
- 3.1.23 it will inform HEE in writing immediately within one (1) Business Day upon becoming aware that any of the warranties set out have been breached or there is a risk that any warranties may be breached.
- 3.2 Any warranties provided under this contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

4 PROVIDER'S RESPONSIBILITIES

- 4.1 The Provider shall manage and supply the Services in accordance with this contract in all material respects.
- 4.2 The Provider shall meet the Milestones specified in **Error! Reference source not found..**
- 4.3 The Provider shall appoint a manager for the Services, such person as identified in **Error! Reference source not found..** 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.
- 4.4 The Provider shall ensure they attend and prepare as necessary for any Review Meetings convened under clause 37 of this contract, and shall acknowledge a request from HEE to hold a Review Meeting or an Extra-ordinary Review Meeting within three (3) Business Days.
- 4.5 The Provider shall provide the Services:
 - 4.5.1 in accordance with the terms of this contract;
 - 4.5.2 with all due skill care and diligence using appropriately experienced, qualified and trained personnel;
 - 4.5.3 in accordance with Good Industry Practice and more particularly the HEE Quality Framework;
 - 4.5.4 in accordance with regulatory requirements of any Regulator in respect of the Services;
 - 4.5.5 in compliance with applicable Laws and Guidance (including the holding and maintaining of all necessary licences, authorisations consents, accreditations, and permissions in order to ensure compliance in all respects with its obligations under this contract);
 - 4.5.6 using all reasonable endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of HEE or the NHS in any material respect; and
 - 4.5.7 in a manner which does not infringe the Intellectual Property Rights of any third party.
- 4.6 The Provider shall ensure invoices are sent to HEE in a timely fashion, in accordance with **Error! Reference source not found..**
- 4.7 The Provider shall comply with the Implementation Requirements in accordance with any timescales as may be set out in **Error! Reference source not found..**
- 4.8 The Provider shall comply fully with its obligations set out in this contract, including without limitation any KPIs in **Error! Reference source not found.** and all obligations

contained in this contract in relation to the quality, performance, characteristics, supply and delivery of the Services.

- 4.9 If the Services, or any part of them, are regulated by any Regulator, the Provider shall ensure that at the Commencement Date in clause 2 it has in place all relevant registrations and shall maintain such registrations during the Term.
- 4.10 The Provider shall notify HEE in writing within two (2) Business Days of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
- 4.11 The Provider shall notify HEE in writing within two (2) Business Days of the Provider becoming aware of any such failure:
 - 4.11.1 of any pending inspection of the Services, or any part of them, by a Regulator immediately upon the Provider becoming aware of such inspection; and
 - 4.11.2 of the Services, or any part of them, to meet the quality standards required by a Regulator.

This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.

- 4.12 Following any inspection of the Services, or any part of them, by a Regulator, the Provider shall provide HEE with a copy of any report, or other communication published or provided by the relevant Regulator, within two (2) Business Days, in relation to the provision of the Services.
- 4.13 Upon receipt of notice, or any report or communication pursuant to this clause 4, HEE shall be entitled to request further information from the Provider and/or a meeting with the Provider, and the Provider shall cooperate fully with any such request.
- 4.14 The Provider shall ensure that its Provider Representative informs HEE Representative in writing within forty eight (48) hours upon:
 - 4.14.1 becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or
 - 4.14.2 the Provider Representative having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred.
- 4.15 The Provider shall ensure that the Provider *Representative* informs HEE Representative in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
- 4.16 The Provider shall be relieved from its obligations under this contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of HEE. To qualify for such relief, the Provider must notify HEE promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of HEE together with the potential impact on the Provider's obligations.
- 4.17 Subject to the requirements of this contract and any Law, the Provider shall be entirely responsible for the employment and conditions of service of Staff. The Provider shall

ensure that such conditions of employment are consistent with its obligations under this contract.

- 4.18 The Provider will at all times during the contract employ a sufficient number of appropriately trained, qualified, experienced and skilled Staff to ensure that it complies with its obligations under this contract. This will include, but not be limited to, the Provider providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
- 4.19 The Provider shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the **Error! Reference source not found.** or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Provider shall be subject to the prior written approval of HEE, such approval not to be unreasonably withheld or delayed.
- 4.20 The Provider shall ensure that all Staff are aware of, and at all times comply with, the contract.
- 4.21 The Provider shall:
- 4.21.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 4.21.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 4.21.3 ensure all Staff have the qualifications to carry out their duties;
 - 4.21.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Provider's expense) in respect of the Staff; and
 - 4.21.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant Regulator or any industry body in relation to such Staff.
- 4.22 The Provider shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of HEE's staff, Learners, Service Users or visitors at risk unless otherwise agreed in writing with HEE.
- 4.23 The Provider shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
- 4.23.1 are questioned concerning their Convictions; and
 - 4.23.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the

Provider engages the potential staff or persons in the provision of the Services.

- 4.24 The Provider shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Provider's cost and expense.
- 4.25 The Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without HEE's prior written consent if:
 - 4.25.1 the person has disclosed any Convictions upon being questioned about their Convictions;
 - 4.25.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body); or
 - 4.25.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Provider.
- 4.26 The Provider shall ensure where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Provider:
 - 4.26.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 4.26.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 4.26.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Learners or any other person.
- 4.27 The Provider shall ensure that HEE is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Provider or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Learners, Service Users, or any other person. The Provider shall only be entitled to continue to engage or employ such member of Staff with HEE's written consent and with such safeguards being put in place as HEE may reasonably request. Should HEE withhold consent the Provider shall remove such member of Staff from the provision of the Services forthwith.
- 4.28 The Provider shall immediately provide to HEE any information that HEE reasonably requests to enable HEE to satisfy itself that the obligations set out in this clause 4 have been met.
- 4.29 HEE may at any time request that the Provider remove and replace any member of Staff from the provision of the Services, provided always that HEE will act reasonably

in making such a request. Prior to making any such request HEE shall raise with the Provider HEE's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. HEE shall be under no obligation to have such prior discussion should HEE have concerns regarding Learner or Service User safety.

- 4.30 The relationship of the Provider to HEE will be that of independent contractor and nothing in this contract shall render the Provider (or any of its Staff) an employee, worker, agent, partner or member of HEE and the Provider shall not hold itself out as such. This contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Provider shall be fully responsible for and shall indemnify HEE for and in respect of:

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

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

- 4.31 Unless otherwise confirmed by HEE in writing, the Provider shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by HEE (to include as may be set out as part of any procurement documents leading to the award of this contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Provider Representatives that visit NHS premises.

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

- 4.33 The Provider shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside HEE's business continuity plan where relevant to the provision of the Services. The Provider shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements as may be set out in the Service Specification.

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

4.34.1 the criticality of this contract to HEE; and

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

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

- 4.35 The Provider shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be agreed between the Parties taking into account the criticality of this contract to HEE and the size and scope of the Provider's business operations. The Provider shall promptly provide to HEE, at HEE's written request and within ten (10) Business Days, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Provider tests its Business Continuity Plan in accordance with the requirements of this contract and reasonable and proportionate information regarding the outcome of such tests.
- 4.36 The Provider shall provide to HEE a copy of any updated or revised Business Continuity Plan within ten (10) Business Days of any material update or revision to the Business Continuity Plan.
- 4.37 HEE may suggest reasonable and proportionate amendments to the Provider regarding the Business Continuity Plan at any time. Where the Provider, acting reasonably, deems such suggestions made by HEE to be relevant and appropriate, the Provider will incorporate into the Business Continuity Plan all such suggestions made by HEE in respect of such Business Continuity Plan. Should the Provider not incorporate any suggestion made by HEE into such Business Continuity Plan it will explain the reasons for not doing so to HEE.
- 4.38 Should a Business Continuity Event occur at any time, the Provider shall implement and comply with its Business Continuity Plan and provide regular written reports to HEE on such implementation.
- 4.39 During and following a Business Continuity Event, the Provider shall use reasonable endeavours to continue to provide the Services in accordance with this contract.

5 HEE'S RESPONSIBILITIES

- 5.1 HEE shall:
- 5.1.1 co-operate and adopt a partnership approach with the Provider in all matters relating to the Services;
 - 5.1.2 appoint a manager for the Services, to work with the HEE Representative. Only the HEE Representative shall have the authority to contractually bind HEE on matters relating to the Services;
 - 5.1.3 arrange Contract Management Meetings in accordance with clause 28;
 - 5.1.4 arrange Review Meetings in accordance with clause 37;
 - 5.1.5 provide to the Provider in a timely manner all documents, information, items and materials in any form (whether owned by HEE or third party) required under **Error! Reference source not found.** or otherwise reasonably required by the Provider in connection with the Services and ensure that they are accurate and complete in all material respects;
 - 5.1.6 ensure any formal communication under this contract is responded to within three (3) Business Days and which includes agreement for a detailed response within a reasonable timeframe;

- 5.1.7 provide the Funding in accordance with **Error! Reference source not found.** on receipt of a valid invoice;
 - 5.1.8 ensure that the Provider has access to the HEE Quality Framework;
 - 5.1.9 engage with other relevant national bodies, government, Regulators, and arm's length bodies to review the performance and suitability of the Provider to undertake education and training for HEE;
 - 5.1.10 support the Provider throughout their engagement of the Services, and ensure collaborative and partnership practice is enabled for the healthcare system, with the Provider; and
 - 5.1.11 enable, so far as reasonably possible, the sharing of best practice for all providers for the purpose of innovation and transformation of the NHS workforce, either current or future.
- 5.2 If the Provider's performance of its obligations under this contract is prevented or delayed by any act or omission of 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.
- 5.3 HEE shall provide the Provider with any reasonable and proportionate cooperation necessary to enable the Provider to comply with its obligations under this contract. The Provider shall at all times provide reasonable advance written notification to HEE of any such cooperation necessary in circumstances where such cooperation will require HEE to plan for and/or allocate specific resources in order to provide such cooperation.
- 6 PREMISES, LOCATIONS AND ACCESS**
- 6.1 The Services shall be provided at such premises and at such locations within those premises as agreed by the Parties in writing ("**Premises and Locations**").
- 6.2 Subject to the Provider and its Staff complying with all relevant policies applicable to such Premises and Locations, HEE shall (where the Premises and Locations are those of HEE) grant reasonable access to the Provider and its Staff to such Premises and Locations to enable the Provider to provide the Services.
- 6.3 Any access granted to the Provider and its Staff under this clause 6 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Provider warrants that it shall carry out all such reasonable further acts to give effect to this.
- 6.4 Where it is provided for by a specific mechanism set out in **Error! Reference source not found.**, HEE may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism.
- 6.5 Any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with the Change Control Process. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

7 COOPERATION WITH THIRD PARTIES

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

8 USE OF HEE EQUIPMENT

- 8.1 Unless otherwise set out in **Error! Reference source not found.** or otherwise agreed by the Parties in writing, any equipment or other items provided by HEE for use by the Provider:

- 8.1.1 shall be provided at HEE's sole discretion;
- 8.1.2 shall be inspected by the Provider in order that the Provider can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Provider until it has satisfied itself of this;
- 8.1.3 must be returned to HEE within any agreed timescales for such return or otherwise upon the request of HEE; and
- 8.1.4 shall be used by the Provider at the Provider's risk and the Provider shall upon written request by HEE reimburse HEE for any loss or damage relating to such equipment or other items caused by the Provider (fair wear and tear exempted).

9 CONTRACT MANAGEMENT

- 9.1 The Provider shall appoint and retain a Provider Representative and HEE shall appoint and retain a HEE Representative who shall be the primary point of contact for the other Party in relation to matters arising from this contract.
- 9.2 Should either the HEE Representative or the Provider Representative be replaced, the Party replacing the HEE Representative or the Provider Representative (as applicable) shall promptly inform the other Party in writing of the name and contact details for the new HEE Representative or Provider Representative. Any HEE Representative or the Provider Representative appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the contract.
- 9.3 The Provider confirms and agrees that it will be expected to work closely and cooperate fully with the HEE Representative.
- 9.4 Each Party shall ensure that its representatives (to include, without limitation, the HEE Representative and the Provider Representative) shall, attend Review Meetings in accordance with clause 37.
- 9.5 Each Party shall ensure that those attending such meetings have authority to make decisions regarding the day to day operation of the contract.
- 9.6 Ten (10) Business Days prior to each Review Meeting the Provider shall provide a written contract management report to HEE regarding the provision of the Services and the operation of this contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

- 9.6.1 details of the performance of the Provider when assessed in accordance with the KPIs in **Error! Reference source not found.**;
- 9.6.2 details of any complaints, their nature and the way in which the Provider has responded to such complaints since the last review meeting written report;
- 9.6.3 the information specified in the Services;
- 9.6.4 a status report in relation to the implementation of any current Remedial Action Plan by either Party; and
- 9.6.5 such other information as reasonably required by HEE.
- 9.7 Unless specified otherwise in the Services, HEE shall take minutes of each Review Meeting and shall circulate draft minutes to the Provider within five (5) Business Days following such Review Meeting.
- 9.8 The Provider shall inform HEE in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes.
- 9.9 If the Provider does not respond to HEE within such five (5) Business Days the minutes will be deemed to be approved.
- 9.10 Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.
- 9.11 The Provider shall provide such management information as HEE may request from time to time within five (5) Business Days of the date of the request. The Provider shall supply the management information to HEE in such form as may be specified by HEE and, where requested to do so, the Provider shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**").
- 9.12 The Provider confirms and agrees that HEE may itself provide the Third Party Body with management information relating to the Services purchased, any Funding provided under this contract, and any other information relevant to the operation of this contract.
- 9.13 Upon receipt of management information supplied by the Provider to HEE and/or the Third Party Body, or by HEE to the Third Party Body, the Parties hereby consent to the Third Party Body and HEE:
 - 9.13.1 storing and analysing the management information and producing statistics; and
 - 9.13.2 sharing the management information or any statistics produced using the management information with any other Authority.
- 9.14 If the Third Party Body and/or HEE shares the management information or any other information provided under clause 9.13, any Authority receiving the management information shall, where such management information is subject to obligations of

confidence under this contract and such management information is provided direct by HEE to such Authority, be informed of the confidential nature of that information by HEE and shall be requested by HEE not to disclose it to anybody that is not an Authority (unless required to do so by Law).

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

10 FUNDING

- 10.1 The Funding shall be calculated as set out in **Error! Reference source not found..**

- 10.2 Unless otherwise stated in **Error! Reference source not found.** the Funding:

10.2.1 shall be payable from the Services Commencement Date;

10.2.2 shall remain fixed during the Term; and

10.2.3 is the entire Funding payable by HEE to the Provider in respect of the Services and includes, without limitation, any licence fees, supplies and all consumables used by the Provider, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.

- 10.3 Unless stated otherwise in **Error! Reference source not found.:**

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

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

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

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

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

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

- 10.8 Where HEE raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) Business Days of the query being raised. No interest is permitted to be added to a future invoice.

- 10.9 If the Parties are unable to agree a resolution within thirty (30) Business Days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. No interest is permitted to be added to a future invoice.
- 10.10 HEE shall not be in breach of any of any of its Funding obligations under this contract in relation to any queried or disputed invoice sums unless the process referred to in this clause 10 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Provider and HEE has then failed to pay such sum within a reasonable period following such determination.
- 10.11 The Provider shall pay to HEE any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Funding) that may become due in accordance with the provisions of the Services. For the avoidance of doubt, HEE may invoice the Provider for such sums or deductions at any time in the event that they have not automatically been credited to HEE in accordance with the provisions of the Service Specification. Such invoices shall be paid by the Provider within thirty (30) Business Days of the date of such invoice.
- 10.12 HEE reserves the right to adjust:
- 10.12.1 any monies due to the Provider from HEE as against any monies due to HEE from the Provider under this contract; and
- 10.12.2 any monies due to HEE from the Provider as against any monies due to the Provider from HEE under this contract.
- 10.13 Where HEE is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Provider under this contract, HEE may invoice the Provider for such sums. Such invoices shall be paid by the Provider within thirty (30) Business Days of the date of such invoice.

11 INTELLECTUAL PROPERTY

- 11.1 Except as set out expressly in this contract no Party shall acquire the Intellectual Property Rights of any other Party.
- 11.2 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.
- 11.3 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.
- 11.4 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 11.3 and that such Staff absolutely and irrevocably waive their moral rights in relation to such Provider Outputs, Services, materials and other outputs.
- 11.5 This clause 11 shall continue notwithstanding the expiry or earlier termination of this contract.
- 11.6 The Provider is hereby granted a non-exclusive, non-transferable, royalty-free, non-sublicensable right and licence to use all Intellectual Property Rights assigned

pursuant to clause 11.3 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.

- 11.7 For the avoidance of doubt, the Provider is not granted any permission to use any Intellectual Property Rights licenced to it in accordance with clause 11.6 for commercial gain.
- 11.8 All Intellectual Property Rights used or owned by a Party prior to the Commencement Date and any modifications, developments or improvements made to them by that Party during the term of this Agreement (“**Background IP**”) are and shall remain the exclusive property of the Party owning them (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 11.9 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 Services but for no other purpose. Neither Party shall be entitled to grant any sub-licence over or in respect of the other Party's Background IP.
- 11.10 The Provider:
- 11.10.1 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
 - 11.10.2 shall not be in breach of the warranty at clause 3.1.7, and HEE shall have no claim under the indemnity at clause 11.10.1, 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.
- 11.11 HEE:
- 11.11.1 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 infringe the rights, including any Intellectual Property Rights, of any third party; and

- 11.11.2 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.
- 11.12 If either Party (the **"Indemnifying Party"**) is required to indemnify the other Party (the **"Indemnified Party"**) under this clause 11, the Indemnified Party shall:
 - 11.12.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 11.10.1 or clause 11.11.2 (as applicable) (**"IPRs Claim"**);
 - 11.12.2 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;
 - 11.12.3 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
 - 11.12.4 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.

12 INSURANCE

- 12.1 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"**).
- 12.2 During the Term and for a period of six (6) years after the Provider ceases to have any obligations under this contract, the Provider shall maintain in force the following insurance policies with reputable insurance companies:
 - 12.2.1 public liability insurance with a limit of at least £2,000,000 a claim;
 - 12.2.2 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;

- 12.2.3 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
 - 12.2.4 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.
- 12.3 The Provider confirms that the insurance taken out in accordance with this clause 12 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.
- 12.4 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.
- 12.5 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 12 and in performing the Services, the Provider agrees to be deemed to be the employer of the Learner whilst undertaking a Programme(s) and not for the purposes of employment law, save where the Learner is an Employed Learner or a secondee employed via a secondment agreement with the Provider.
- 12.6 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 12 to HEE.
- 12.7 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Provider of any liabilities under this contract. It shall be the responsibility of the Provider to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this contract. Accordingly, the Provider shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 12.8 The Provider warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 13 **LIABILITY**
- 13.1 Without prejudice to its liability to 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:

- 13.1.1 any loss of or damage to property (whether real or personal);
 - 13.1.2 any injury to any person (including but not limited to Learners), including injury resulting in death; or
 - 13.1.3 any infectious disease present on the Premises (including but not limited to COVID-19); or
 - 13.1.4 any Losses of the Provider that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this contract 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, their Staff or agents; or
 - 13.1.5 any material or non-material damage to any person as a result of infringement of the Data Protection Legislation, arising directly out of any act or omission or breach of this contract by the Provider (which expression shall in the remainder of this clause include its servants, agents, contractors or any other person who at the request of the Provider is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Provider under this contract) save to the extent caused (or contributed to) by any act or omission or breach of contract by HEE.
- 13.2 Upon the expiry or earlier termination of this contract, the Provider shall ensure that any ongoing liability it has or may have arising out of this contract shall continue to be the subject of appropriate indemnity arrangements for the period of six (6) years from termination or expiry of this contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.
- 14 LIMITATION OF LIABILITY**
- 14.1 Subject to clause 13, the limit of the Provider's liability to HEE for any claim arising under this contract shall be limited to a maximum of 120% of the total Funding provided under this contract in pounds sterling in aggregate for all occurrences or series of occurrences in any year of the Term.
- 14.2 Subject to clause 13, HEE's total liability to the Provider for any and all claims arising under this contract shall be limited to the total Funding.
- 14.3 Nothing in this contract shall exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited by reason of law.
- 14.4 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.5 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.
- 14.6 The Provider shall further indemnify HEE against any costs, claims or other liabilities:

- 14.6.1 which arise in relation to or in connection with any acts or omissions by any Learners during their attendance on an enrolled Programme of education pursuant to this contract; and
 - 14.6.2 which HEE incurs as a direct result of the Provider's act or omission in assessing any Staff suitability to work alongside or to supervise Learners in the course of undertaking any Programme of education pursuant to this contract.
- 14.7 For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:
- 14.7.1 extra costs incurred purchasing replacement or alternative services;
 - 14.7.2 the costs of extra management time; and/or
 - 14.7.3 costs incurred as a result of a Data Loss Event, including the costs of informing Data Subjects of the Data Loss Event
- in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this contract.
- 14.8 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this contract.
- 15 **TERMINATION**
- 15.1 Without affecting any other right or remedy available to it, 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. HEE will consider the impact on the Provider and the healthcare system in making the decision for termination on three (3) months, and share this decision publicly.
- 15.2 Without affecting any other right or remedy available to it, the Provider may terminate this contract or any part of the Services at any time with the written agreement of 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.
- 15.3 Without affecting any other right or remedy available to it, either Party may terminate this contract with immediate effect by giving written notice to the other Party if:
- 15.3.1 the other Party commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Business Days after being notified in writing to do so;
 - 15.3.2 the other Party repeatedly breaches any of the terms of this contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this contract;

- 15.3.3 where the Provider is an NHS Trust or NHS Foundation Trust, the Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act 2006;
 - 15.3.4 the Provider is in receipt of a quality report from any Regulator which has material adverse implications for the provision of any of the Services, where a Remedial Action Plan has not been agreed and enforced;
 - 15.3.5 the Provider is subject to an Insolvency Event or otherwise its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this contract is in jeopardy; and/or
 - 15.3.6 the Secretary of State for Health and Social Care no longer authorises and/or funds HEE to commission, and manage the provision of Funding in a manner as envisaged by this contract.
- 15.4 For the purposes of clause 15.3.1 **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:
- 15.4.1 a substantial portion of this contract; or
 - 15.4.2 any number of the obligations set out in the contract,
- over the term of this contract in deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 15.5 Without affecting any other right or remedy available to it, the Provider may terminate this contract with immediate effect by giving written notice to 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 forty (40) Business Days after being notified in writing to make such payment. No interest is payable on these amounts.
- 15.6 The termination of this contract for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.
- 15.7 HEE may terminate this contract forthwith by issuing a Termination Notice to the Provider if:
- 15.7.1 the Provider does not commence delivery of the Services by any Long Stop Date;
 - 15.7.2 the contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
 - 15.7.3 HEE has become aware that the Provider should have been excluded under regulation 57(1) – (4) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this contract;
 - 15.7.4 the contract should not have been awarded to the Provider in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or

- 15.7.5 there has been a failure by the Provider and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Provider's Sub-contractors, HEE may request the replacement of such Sub-contractor and the Provider shall comply with such request as an alternative to HEE terminating this contract under this clause 15.7.5;
 - 15.7.6 the Provider, or any third party guaranteeing the obligations of the Provider under this contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.7.7 the Provider undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of HEE and HEE shall be entitled to withhold such consent if, in the reasonable opinion of HEE, the proposed change of control will have a material impact on the performance of this contract or the reputation of HEE;
 - 15.7.8 the Provider purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this contract;
 - 15.7.9 the warranty given by the Provider is materially untrue; or
 - 15.7.10 the Provider breaches its obligation to notify HEE of any Occasion of Tax Non-Compliance.
- 15.8 If HEE, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Provider and/or any third party guaranteeing the obligations of the Provider under this contract and/or any material Sub-contractor of the Provider when compared to any information provided to and/or assessed by HEE as part of any procurement process or other due diligence leading to the award of this contract to the Provider or the entering into a Sub-contract by the Provider, the following process shall apply:
- 15.8.1 HEE may (but shall not be obliged to) give notice to the Provider requesting adequate financial or other security and/or assurances for due performance of its material obligations under this contract on such reasonable and proportionate terms as HEE may require within a reasonable time period as specified in such notice;
 - 15.8.2 a failure or refusal by the Provider to provide any financial or other security and/or assurances requested in accordance with clause 15.8.1 in

accordance with any reasonable timescales specified in any such notice issued by HEE shall be deemed a breach of this contract by the Provider and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

- 15.8.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, HEE to terminate this contract.
- 15.9 In order that HEE may act reasonably in exercising its discretion in accordance with clause 15.8.1, the Provider shall provide HEE with such reasonable and proportionate up-to-date financial or other information relating to the Provider or any relevant third party entity upon request.
- 15.10 Within six (6) months of the Commencement Date the Provider shall develop and agree an exit plan with HEE consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this contract. If requested by HEE the Provider shall provide HEE with the first draft of an exit plan within four (4) months of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this contract.
- 15.11 If the Parties cannot agree an exit plan in accordance with the timescales set out in clause 15.10 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 OBLIGATIONS ON TERMINATION AND SURVIVAL

- 16.1 Upon expiry or earlier termination of this contract, HEE agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this contract prior to expiry or earlier termination of this contract.
- 16.2 Immediately following expiry or earlier termination of this contract and/or in accordance with any timescales as set out in the agreed exit plan:
 - 16.2.1 the Provider shall comply with its obligations under any agreed exit plan;
 - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services and all other items provided on loan or otherwise to the Provider by HEE shall be delivered by the Provider to HEE provided that the Provider shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Provider is required by Law and/or Guidance to keep copies; or (c) the Provider was in possession of such data, documents and records prior to the Commencement Date; and
 - 16.2.3 any Personal Data Processed by the Provider on behalf of HEE shall be returned to HEE or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 In the event that upon termination of this contract, there remain any Learners who are still on a Programme of education / training pursuant to this contract, subject to the provisions of clause 16.4, the terms of this contract shall remain in full force and effect in relation to such Learners until their Programmes of education / training have

completed, or, if this is not feasible, the Provider will, with the agreement of HEE in writing, organise alternative provision of a comparable standard and quality.

- 16.4 During the Residual Contract Period the Provider shall complete the delivery of all Programmes of education / training for Learners who have not, upon the expiry or termination of this contract, completed the same unless agreed to the contrary with HEE.
- 16.5 The Provider shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to clause 16.2.3 for a maximum of 6 years from termination or expiry of this contract (unless the Provider is acting as a Data Controller, in which case data shall be retained in accordance with the Provider's data retention policies which it warrants comply with Data Protection Legislation).
- 16.6 The Provider shall cooperate fully with HEE or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this contract. This cooperation shall extend to providing access to all information relevant to the operation of this contract, as reasonably required by HEE to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.7 The expiry or earlier termination of this contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.8 The expiry or earlier termination of this contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 COMPLAINTS

- 17.1 To the extent relevant to the Services, the Provider shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 17.2 Each Party shall inform the other of all complaints arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

18 SUSTAINABLE DEVELOPMENT

- 18.1 The Provider shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Provider shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Service Specification. Without prejudice to the generality of the foregoing, the Provider shall:
- 18.1.1 comply with all Policies and/or procedures and requirements set out in the Service Specification in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Provider's supply chain;

- 18.1.2 maintain relevant policy statements documenting the Provider's significant labour, social and environmental aspects as relevant to the Services being provided and as proportionate to the nature and scale of the Provider's business operations; and
 - 18.1.3 maintain plans and procedures that support the commitments made as part of the Provider's significant labour, social and environmental policies, as referred to at clause 18.1.1.
- 18.2 The Provider shall meet reasonable requests by HEE for information evidencing the Provider's compliance with the provisions of this clause 18.

19 ELECTRONIC SERVICES INFORMATION

- 19.1 Where requested by HEE, the Provider shall provide HEE the Services Information in such manner and upon such media as agreed between the Provider and HEE from time to time for the sole use by HEE.
- 19.2 The Provider warrants that the Services Information is complete and accurate as at the date upon which it is delivered to HEE and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of HEE following publication of the same.
- 19.3 If the Services Information ceases to be complete and accurate, the Provider shall promptly notify HEE in writing of any modification or addition to or any inaccuracy or omission in the Services Information.
- 19.4 The Provider grants HEE a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to HEE's contracts from time to time. Subject to clause 19.5, no obligation to illustrate or advertise the Services Information is imposed on HEE, as a consequence of the licence conferred by this clause 19.4.
- 19.5 HEE may reproduce for its sole use the Services Information provided by the Provider in HEE's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on HEE's external website and/or made available on other digital media from time to time.
- 19.6 Before any publication of the Services Information (electronic or otherwise) is made by HEE, HEE will submit a copy of the relevant sections of HEE's services catalogue to the Provider for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Provider shall have no right to compel HEE to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this clause 19.6 or otherwise under the terms of this contract.
- 19.7 If requested in writing by HEE, and to the extent not already agreed as part of the Service Specification, the Provider and HEE shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

20 PUBLICITY AND NHS BRANDING

- 20.1 Subject to clause 20.2, the Provider must not, without the prior written consent of 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.

- 20.2 For all activity relating to the Services (including, but not limited to any activity in connection with the Provider's receipt of the Funding), the Provider shall make clear on all publications, notices, and communications, that the Services are HEE-funded Services. HEE permits the Provider's use of the HEE logo for the sole purpose of its compliance with this clause. Such use of the HEE logo must comply with the NHS Branding Guidelines and this clause 20.
- 20.3 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.
- 20.4 Goodwill in the Services, to the extent branded as NHS services, shall belong separately to both the Secretary of State and the Provider. The Provider may enforce its rights in its own branding even if it includes the NHS Brand. The Provider must provide whatever assistance the Secretary of State may reasonably require to allow the Secretary of State to maintain and enforce his rights in respect of the NHS Brand.
- 20.5 The Provider shall not request any endorsement in any form whatsoever from HEE staff (which includes any person employed or engaged by HEE) ("**HEE Staff**") in relation to the Provider's products and/or Services, or use any comments made by any member of HEE Staff in relation to the Provider's products and/or Services, in any publicity, marketing or on any website, including the Provider's website or social media, without the prior express written permission of HEE.

21 **ADVERTISEMENTS AND MARKETING**

- 21.1 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 21 shall in no way preclude the Provider from advertising, publishing or announcing in any way the details of the healthcare or education services it delivers.

22 **FORCE MAJEURE**

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

- 22.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 22.1.2 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 22.1.3 nuclear, chemical or biological contamination or sonic boom;
- 22.1.4 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to provide a necessary licence or consent;

- 22.1.5 collapse of buildings, fire, explosion or accident;
 - 22.1.6 any labour or trade dispute, strikes, industrial action or lockouts; and/or
 - 22.1.7 non-performance by Providers and interruption or failure of utility service.
- 22.2 For the avoidance of doubt, a Force Majeure Event does not include an epidemic, pandemic, or other incidents which have been planned under NHS Emergency Preparedness, Resilience and Response requirements. Providers are required to work in partnership to identify these events and to collaborate with HEE to comply with any national guidance issued in these circumstances.
- 22.3 Provided it has complied with clause 22.5, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 22.4 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 22.5 The Affected Party shall:
- 22.5.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Business Days from its start, notify 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
 - 22.5.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 22.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this contract by giving 4 weeks' written notice to the Affected Party.
- 22.7 All Regulator, NHS and HEE notices should be adhered to by the Provider in the event of a Force Majeure Event.

23 COSTS AND EXPENSES

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

24 DISPUTE RESOLUTION PROCEDURE

- 24.1 If a dispute arises out of or in connection with this contract or the performance, validity or enforceability of it (“**Dispute**”) then except as expressly provided in this contract, the Parties shall follow the procedure set out in this clause:
- 24.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (“**Dispute Notice**”), together with relevant supporting documents. On service of the Dispute Notice, the HEE

Representative and the Provider Representative shall attempt in good faith to resolve the Dispute;

- 24.1.2 if the HEE Representative and Provider Representative are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a Director of HEE and a senior director of the Provider who shall attempt in good faith to resolve it;
 - 24.1.3 if the Director of HEE and the senior director of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Dispute shall be referred to the CEO of HEE and the CEO of the Provider who shall attempt in good faith to resolve it; and
 - 24.1.4 if the CEO of HEE and the CEO of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than thirty (30) days after the date of the ADR notice.
- 24.2 No Party may commence any court proceedings under clause 46.11 (in relation to the whole or part of the Dispute until thirty (30) Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 24.3 If the Dispute is not resolved within thirty (30) Business Days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) Business Days, or the mediation terminates before the expiration of the said period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 46.11.

25 **QUALITY AND PERFORMANCE REQUIREMENTS**

- 25.1 The Provider shall provide the Services, and meet the Quality and Performance Requirements in accordance with **Error! Reference source not found.** 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 and Performance Requirement and the Provider fails to meet the Quality and Performance 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.

27 **CONTRACT PERFORMANCE NOTICE**

- 27.1 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.

- 27.2 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.

28 **CONTRACT MANAGEMENT MEETING**

- 28.1 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 ten (10) Business Days following the date of the Contract Performance Notice.

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

28.2.1 that the Contract Performance Notice is withdrawn; or

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

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

29 **JOINT INVESTIGATION**

- 29.1 If a Joint Investigation is to be undertaken:

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

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

- 29.2 On completion of a Joint Investigation, 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:

29.2.1 the Contract Performance Notice be withdrawn; or

29.2.2 a Remedial Action Plan be agreed and implemented.

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

30 **REMEDIAL ACTION PLAN**

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

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

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

as appropriate.

30.2 The Remedial Action Plan must set out:

- 30.2.1 actions required and which Party is responsible for completion of each action to remedy the failure in question and the date by which each action must be completed;
- 30.2.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and for how long it must be maintained; and
- 30.2.3 any agreed reasonable and proportionate 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).

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

30.4 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.

30.5 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.

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

31 IMPLEMENTATION AND BREACH OF REMEDIAL ACTION PLAN

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

32 EXCEPTION REPORT

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

- 32.1.1 to the relevant Party's chief executive and/or Governing Body; and/or
- 32.1.2 (if it reasonably believes it is appropriate to do so) to any appropriate Regulator,

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

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

33.1 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:

33.1.1 (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

33.1.2 HEE must pay the Provider any Funding withheld under clause 33.1.1 within ten (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.

34 RETENTION OF SUMS WITHHELD FOR BREACH OF REMEDIAL ACTION PLAN

34.1 If, twenty (20) Business Days after an Exception Report has been issued under clause 32.1, the Provider remains in breach of a Remedial Action Plan, HEE may notify the Provider that any Funding withheld under clause 33.1.1 is to be retained permanently by HEE.

35 UNJUSTIFIED WITHHOLDING OR RETENTION OF FUNDING

35.1 If HEE withholds sums under clause 33.1.1 or HEE retain sums under clause 34.1, and within twenty (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 ten (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 24.

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

36.1 If the Provider does not agree a Remedial Action Plan:

36.1.1 within six (6) months following the expiry of the relevant time period set out in clause 30.1; or

36.1.2 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 33.1.1 is to be retained permanently by HEE.

- 36.2 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 33.1.1 is to be retained permanently by HEE.

37 REVIEW MEETINGS

- 37.1 Review Meetings are to take place as specified in **Error! Reference source not found.** between HEE and the Provider, unless the following conditions are met:

37.1.1 HEE is assured of the delivery of Services, and that it meets the conditions of this contract, and all regulatory conditions, and that regular communication has taken place between Provider and 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

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

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

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

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

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

38 RECORDS RETENTION AND RIGHT OF AUDIT

- 38.1 Subject to any statutory requirement, the Provider shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this contract.

- 38.2 HEE shall have the right to audit the Provider's compliance with this contract. The Provider shall permit or procure permission for HEE or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Provider's compliance with its obligations under this contract.

- 38.3 Should the Provider Sub-contract any of its obligations under this contract, HEE shall have the right to audit and inspect such third party. The Provider shall procure permission for HEE or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Provider's obligations under this contract that

are Sub-contracted to such third party. The Provider shall cooperate with such audit and inspection and accompany HEE or its authorised representative if requested.

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

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

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

- 38.5 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Provider and may require the Provider to provide such oral and/or written explanations as they consider necessary. This does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

- 38.6 The Provider shall provide reasonable cooperation to HEE, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this contract.

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

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

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

38.8.2 all Staff who may have information,

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

39 CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD

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

- 39.2 HEE reserves the right to terminate this contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of HEE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to HEE under the provisions of this contract. The actions of HEE pursuant to this clause 39 shall not prejudice or

affect any right of action or remedy which shall have accrued or shall subsequently accrue to HEE.

- 39.3 The Provider shall take all reasonable steps to prevent Fraud by Staff and the Provider (including its owners, members and directors). The Provider shall notify HEE immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 39.4 If the Provider or its Staff commits Fraud HEE may terminate this contract and recover from the Provider the amount of any direct loss suffered by HEE resulting from the termination.

40 **EQUALITY AND HUMAN RIGHTS**

40.1 The Provider shall:

40.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

40.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with HEE in light of HEE's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Provider shall take such reasonable and proportionate steps as HEE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

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

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

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

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

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

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

40.3.4 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).

- 40.4 The Provider shall (and shall use its reasonable endeavours to procure that its Staff shall) at all times comply with the provisions of the HRA in the performance of the contract.
- 40.5 The Provider shall undertake, or refrain from undertaking, such acts as HEE requests so as to enable HEE to comply with its obligations under the HRA.
- 40.6 Where the Provider is an NHS Trust or an NHS Foundation Trust, the Provider shall implement EDS2 and WRES.
- 40.7 The Provider and HEE will work in partnership to address any equality, diversity and inclusivity matters relating to education and training.

41 **NOTICES**

- 41.1 Any notice or other communication given to a Party under or in connection with this contract shall be in writing and shall be:
 - 41.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 41.1.2 sent by email to the address specified at the beginning of this contract.
- 41.2 Any notice or communication shall be deemed to have been received:
 - 41.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 41.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
 - 41.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 41.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42 **ASSIGNMENT, NOVATION AND SUB-CONTRACTING**

- 42.1 The Provider shall not, except where clause 42.2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this contract without the prior consent in writing of HEE such consent not to be unreasonably withheld or delayed. If the Provider Sub-contracts any of its obligations under this contract, every act or omission of the Sub-contractor shall for the purposes of this contract be deemed to be the act or omission of the Provider and the Provider shall be liable to HEE as if such act or omission had been committed or omitted by the Provider itself.
- 42.2 Notwithstanding clause 42.1, the Provider may assign to a third party (“**Assignee**”) the right to receive Funding due and owing to the Provider under this contract for which an invoice has been issued. Any assignment under this clause 42.2 shall be subject to:
 - 42.2.1 all related rights of HEE in relation to the recovery of sums due but unpaid;

- 42.2.2 HEE receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which HEE shall make payment;
 - 42.2.3 the provisions of clause 10 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of HEE; and
 - 42.2.4 payment to the Assignee being full and complete satisfaction of HEE's obligation to pay the relevant sums in accordance with this contract.
- 42.3 Any authority given by HEE for the Provider to Sub-contract any of its obligations under this contract shall not impose any duty on HEE to enquire as to the competency of any authorised Sub-contractor. The Provider shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this contract.
- 42.4 Where the Provider enters into a Sub-contract in respect of any of its obligations under this contract relating to the provision of the Services, the Provider shall include provisions in each such Sub-contract, unless otherwise agreed with HEE in writing, which:
 - 42.4.1 contain at least equivalent obligations as set out in this contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
 - 42.4.2 contain at least equivalent obligations as set out in this contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;
 - 42.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of HEE (such approval not to be unreasonably withheld or delayed);
 - 42.4.4 contain a right for HEE to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this contract;
 - 42.4.5 requires the Provider or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 42.4.6 provides that if the Provider or other party fails to consider and verify an invoice in accordance with clause 42.4.5 the invoice shall be regarded as valid and undisputed for the purpose of clause 42.4.5 after a reasonable time has passed;
 - 42.4.7 requires the Provider or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 42.4.8 permitting the Provider to terminate, or to procure the termination of, the relevant Sub-contract where the Provider is required to replace such Sub-contractor in accordance with clause 42.5; and

- 42.4.9 requires the Sub-contractor to include a clause to the same effect as this clause 42.4 in any Sub-contract which it awards.
- 42.5 Where HEE considers that the grounds for exclusion under regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
 - 42.5.1 if HEE finds there are compulsory grounds for exclusion, the Provider shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
 - 42.5.2 if HEE finds there are non-compulsory grounds for exclusion, HEE may require the Provider to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Provider shall comply with such a requirement.
- 42.6 The Provider shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where HEE pays the Provider's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Provider shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.
- 42.7 HEE shall upon written request have the right to review any Sub-contract entered into by the Provider in respect of the provision of the Services and the Provider shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from HEE. For the avoidance of doubt, the Provider shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 42.8 HEE may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this contract or any part of this contract and the Provider warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If HEE novates this contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of HEE shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this contract or any part of this contract without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed by the Provider.
- 43 **PROHIBITED ACTS**
- 43.1 The Provider warrants and represents that:
 - 43.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):
 - (i) offered, given or agreed to give any officer or employee of HEE any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with HEE or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with HEE; or

- (ii) in connection with this contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to HEE; and

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

43.2 If the Provider or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Provider in relation to this or any other agreement with HEE:

43.3 HEE shall be entitled:

- (i) to terminate this contract and recover from the Provider the amount of any loss resulting from the termination;
- (ii) to recover from the Provider the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Provider any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

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

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

- (i) the interpretation of clause 43, or
- (ii) the amount or value of any gift, consideration or commission,

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

44 **CHANGE CONTROL**

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

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

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

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

45 **PROCEDURE**

- 45.1 Discussion between HEE and the Provider concerning a Change shall result in any one of the following:
- 45.1.1 no further action being taken; or
 - 45.1.2 a request to change this contract by HEE; or
 - 45.1.3 a recommendation to change this contract by the Provider.
- 45.2 Where a written request for an amendment is received from HEE, the Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Provider to HEE within three (3) weeks of the date of the request.
- 45.3 A recommendation to amend this contract by the Provider shall be submitted directly to HEE in the form of two copies of a Change Control Note signed by the Provider at the time of such recommendation. HEE shall give its response to the Change Control Note within three (3) weeks.
- 45.4 Each Change Control Note shall contain:
- 45.4.1 the title of the Change;
 - 45.4.2 the originator and date of the request or recommendation for the Change;
 - 45.4.3 the reason for the Change;
 - 45.4.4 full details of the Change, including any specifications;
 - 45.4.5 the price, if any, of the Change;
 - 45.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
 - 45.4.7 a schedule of Funding if appropriate;
 - 45.4.8 details of the likely impact, if any, of the Change on other aspects of this contract including:
 - (iii) the timetable for the provision of the Change;
 - (iv) the personnel to be provided;
 - (v) the Funding;
 - (vi) the training to be provided;
 - (vii) working arrangements; and
 - (viii) other contractual issues;
 - (ix) the date of expiry of validity of the Change Control Note; and
 - (x) provision for signature by HEE and the Provider.

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

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

45.5.2 evaluate the Change Control Note and, as appropriate:

(xi) request further information; or

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

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

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

45.7 Any Changes to this contract, including to the Services, shall be recorded and agreed in writing in the Change Control Notification form detailed in **Error! Reference source not found..**

46 GENERAL

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

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

46.3 Each of the Parties is independent of the other and nothing contained in this contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this contract.

46.4 Failure or delay by either Party to exercise an option or right conferred by this contract shall not of itself constitute a waiver of such option or right.

46.5 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

46.6 Any provision of this contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

46.7 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the

representation, undertaking or warranty relied upon is set out in this contract or unless such representation, undertaking or warranty was made fraudulently.

- 46.8 The rights and remedies provided in this contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this contract or by any other contract or document. In this clause 46.8 right includes any power, privilege, remedy, or proprietary or security interest.
- 46.9 Unless otherwise expressly stated in this contract, a person who is not a party to this contract shall have no right to enforce any terms of it which confer a benefit on such person except that a third party may directly enforce any indemnities or other rights provided to it under this contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this contract.
- 46.10 This contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this contract or any variation to this contract, contain the entire understanding between the Provider and HEE relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this contract. Nothing in this contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in HEE's procurement documentation leading to the award of this contract shall form part of this contract.
- 46.11 This contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 46.12 Subject to clause 24, the Parties irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this contract or its subject matter.
- 46.13 All written and oral communications and all written material referred to under this contract shall be in English.

SCHEDULE 1 - SERVICES SPECIFICATION AND TENDER SUBMISSIONS

PROVIDER CONTRACT MANAGER: [REDACTED]

HEE CONTRACT MANAGER: [REDACTED]

ESCALATION LEVEL – SENIOR MANAGER (PROVIDER):
[REDACTED]

ESCALATION LEVEL – SENIOR MANAGER (HEE): [REDACTED]
[REDACTED]

ESCALATION LEVEL - DIRECTOR (PROVIDER): [REDACTED]

ESCALATION LEVEL - DIRECTOR (HEE): [REDACTED]






SERVICES COMMENCEMENT DATE: 3rd January 2022

LONG STOP DATE:

EXTENSION: This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15 (Termination), for 2 years ("Initial Term"), when it shall terminate automatically.

Part 1: Tender Submissions:

As appendices to Schedule 1, Part 1

- Appendix A – Bidder Response 
C39965_Appendix
E_Bidder Response Ex
- Appendix B – One Stage Compliance Questionnaire 
Appendix E
Compliance Question
- Appendix C – Form Of Offer 
C39965_Appendix
G_Form of Offer.docx
- Appendix D – Col Declaration 
C39965_Appendix
H_Col Declaration.doc
- Appendix E – Non Canvassing and Non Collusion 
C39965_Appendix
I_Non CanvassingColl



C39965_Appendix
J_Confidential Informa

- Appendix F – Confidential Information

Part 2: Service Specification:

Section One: Introduction

1. Tender Summary

- 1.1 The expansion of the children and young people's mental health (CYP MH) workforce is delivered through a partnership involving NHS England & Improvement (NHSE/I), Health Education England (HEE), service commissioners and providers of NHS funded care and aligned to a number of key drivers which include:
 - The Five Year Forward View (2016 – 2021)
 - Transforming Children and Young People's Mental Health Provision: a Green Paper (2018)
 - The NHS Long Term Plan (2019 – 2024)
 - COVID-19 and recovery
 - National Quality Improvement Taskforce for children and young people's mental health inpatient services
- 1.2 The new Quality Improvement Taskforce for Children and Young People's inpatient mental health services was announced in Oct 2019. The overarching aim of the Taskforce is to support improvements in the quality of CYP MH inpatient care to ensure services deliver safe, high-quality care that is timely, treatment-focused and outcomes based.
- 1.3 Further workforce growth for the CYP MH workforce will support the commitment in the NHS Long Term Plan to improve access to mental health services for an additional 345,000 children and young people by 2023/24.
- 1.4 NHS Benchmarking data from 2019 and 2020 highlighted that the mean CYP MH inpatient Length of Stay (LOS) in England is 67 days which continues to be at the higher end of the international range of benchmarking than the international mean value of 46 days. This results in a CYP General Adolescent Unit (GAU) admission which is twice as long as an acute adult mental health admission.
- 1.5 2020 data shows vacancy rates across all staff routes for CYP MH inpatient settings at 19% compared with 11% in community CYP MH services. Staffing costs are therefore impacted by increasing agency and bank staff costs across the inpatient pathway.
- 1.6 Whilst it is acknowledged that reduced reliance on agency, temporary, locum and bank staff will have a positive financial impact, more importantly there are other positive benefits associated with reduced reliance on temporary staffing. This includes a more stable and experienced workforce that can receive better supervision, ongoing lifelong professional development, improved staff morale and local connections and relationships can be forged to enable them to provide better care to children and young people.

- 1.7 Whilst there are a number of existing low-intensity psychological roles in the healthcare system, these staff do not have the specific psychological / mental health training to actively support some of the psychological interventions required for this specific cohort of CYP.
- 1.8 The training will ensure practitioners have the skills and knowledge to support the delivery of safe and effective care to young people who can be severely unwell and often have complex needs. This initiative will also contribute to reduced admissions and length of stay and reduce overall staff vacancy rates across the inpatient pathway.
- 1.9 The training will include support for supervisors of the new role, who will also be expected to make a transformation contribution in developing and establishing the role.
- 1.10 It is recognised that there are a number of existing education providers currently delivering training across a range of CYP MH and CYP IAPT pathways. This specification focuses on new training to be commissioned as part of a CYP MH Inpatient and Community Pathway New Role pilot.
- 1.11 A new national curriculum has been developed and it is expected that the new training will be aligned to the CYP MH Inpatient pathway training curriculum (which can be seen at Appendix 1) together with the Competence Framework for Staff Working in Children and Young People's Inpatient Mental Health Services which builds on the UCL Competence Framework for Child & Adolescent Mental Health Services. The new training will also need to align with other competency frameworks such as the eating disorder competency framework, psychosis competency framework and autism competency frameworks.
- 1.12 The new role pilot scheme, including the training provision, will be part of a rapid evaluation in order to contribute to decision making about its future roll-out.

2 Background

- 2.1 Health Education England exists for one reason only: to support the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow has the right numbers, skills, values and behaviours at the right time and in the right place. We believe that the most important resource the NHS has is its people. Our vision is to provide the right workforce, with the right skills and values, to better meet the needs and wants of patients - now and in the future.
- 2.2 The HEE national Mental Health programme's work and delivery is mandated by: [Stepping Forward to 2021: the Mental Health Workforce Plan for England](#), which sets out a high-level road map to deliver the ambitions set out in the [The Five Year Forward View for Mental Health](#)

[The NHS Long Term Plan \(2019\) and the more recent Mental Health Implementation Plan 2019/20 – 2023/24](#)
- 2.3 To achieve these ambitions, HEE is working with key strategic partners and stakeholders to identify the best skill mix to deliver evidence-based care in the optimal way to improve health outcomes.

- 2.4 Regional and national funding bids were submitted as part of the Medium-Term Funding bids process in Dec 2020. In April 2021 it was confirmed that a joint national bid to develop and train a new psychological role across the CYP MH inpatient and intensive home treatment (IHT) pathway had been successful and funding for the 2-year pilot has now been confirmed to 2023/24.
- 2.5 The funding allocated will provide tuition fees to the HEI's who are awarded the contract to deliver the programme and salary support during the year of training. It will also support providers with 50% of the salary support for each student completing the programme, during the year in practice post qualification, as well as the pilot evaluation process.

3 Tender Requirements

- 3.1 The role is designed to support and deliver under close supervision, assessment, formulation and a subset of psychological interventions with young people aged 13 to 17 years who may have a range of severe and complex mental health needs. Although some mental health presentations in this context are more commonly seen in inpatient settings (eating disorders, emerging 'emotionally unstable personality disorder', depression and self-harm sometimes with co-existing neurodevelopmental challenges), this cohort of young people is inherently broad and diverse in range.
- 3.2 This new inpatient and intensive intervention pathway role will be a 'hands-on' role, designed to offer a sustainable and potentially 'intensive' response. The training programme developed to support this new role will need to equip the trainees to respond to the challenges and context outlined. This role will provide a good foundation for an onwards career pathway into existing psychological professions, including clinical psychology, counselling and forensic psychology and, psychological therapies such as cognitive behaviour therapy etc'
- 3.3 The trainees, who will be psychology graduates, will be recruited at Agenda for Change (AFC) Band 4 and it is envisaged will progress to AFC Band 5 upon successful completion of the training. Trainees and qualified practitioners will be supervised in their clinical practice by Consultant Psychologists who will support the co-production of the initiative across the settings and with the training provider(s), supporting staffing and pathway transformation and the remote learning for trainees.
- 3.4 Trainees will learn and work in a highly supervised multi-disciplinary team which will include a clear framework to support their practice and case management. Clinical practice and learning will be closely supervised by a Consultant Clinical Psychologist (or a Senior Clinical Psychologist overseen by the Consultant) in the context of the multi-disciplinary team. It is expected that small numbers of these roles will be within the same teams, so trainees are not the sole new role within their team setting. Qualified practitioners will work under the supervision of a Clinical Psychologist and within a 'system of care' in a supporting role. They will not be expected to function as an independent psychological practitioner. Key preparatory work in the development of this new role will be ensuring other established and traditional roles within the MDT setting fully understand the scope and potential boundaries of this new role in the context of their own role.
- 3.5 The Authority anticipates that senior psychologists providing supervision will already have had or will have access to existing supervisor training which will be required to support programme delivery. Supervisors and the MDT leadership team will need to

understand the course requirements and expectations for these new psychological roles to ensure trainees are appropriately supervised and supported and the roles developed and embedded across the inpatient and community pathway. The supervision requirement is likely to be considered as part of the pilot evaluation process.

- 3.6 It is anticipated that placement experience during the training period will be across both inpatient units and the community intensive home treatment teams to ensure a breadth of experience across the inpatient pathway. The training provider will need to map and design the learning with both inpatient and community settings in mind. The initial arrangements for this will benefit from co-production with provider site clinical leads and supervisors.
- 3.7 The practitioners will be working with a target age range of 13 to 17 years of age which aligns to the age range of an inpatient general adolescent unit. Whilst this is the target age range, it is anticipated that the training will equip the practitioner to also be able to work with younger CYP where appropriate. During the initial pilot phase, it is not intended that the practitioner will work with young adults aged 18 to 25 years of age. It is anticipated that the pilot ongoing evaluation will inform around the benefit of incorporating this widening of the target age range in the future.
- 3.8 This new practitioner role will be part of a 2-year pilot programme and whilst initial pilots will focus on general adolescent inpatient units and intensive home treatment teams, future service providers might also include other equivalent settings responding to this cohort of CYP with more severe and complex needs, such as eating disorder teams, Early Intervention in Psychosis teams for CYP and children's inpatient units.
- 3.9 The provider will be expected to engage with services from commencement of the contract as part of programme mobilisation. Ongoing engagement with services to support the trainee will be expected to continue during the training period.
- 3.10 Providers will be asked to develop a new training programme to support this new psychological role, the 'Youth Intensive Psychological Practitioner' as part of a whole pathway intervention to extend and improve the psychological care in CYP inpatient units and intensive home treatment teams.
- 3.11 Education providers should demonstrate planning, development, accreditation and quality assured delivery of the required training in line with the agreed national curricula (see Appendix 1) and the CYP MH Inpatient Competence Framework which outlines the knowledge and behaviours required of all staff working across CYP MH inpatient settings.
- 3.12 The Authority is seeking to commission two education providers who will support the delivery of an in-service 12 month Postgraduate Certificate (PG Cert). Each training provider will be aligned to up to three pilot delivery sites centered around an inpatient unit and (to be agreed) an additional three associated intensive home treatment teams. Each site will be located in and led by a CYP MH Provider Collaborative.
- 3.13 Each commissioned training provider will be expected to train one cohort of 24 trainees each year with the first cohort expected to start as soon as possible in Q4 (Jan – Mar 2022). The trainees will be trained to practice under close supervision with CYP who have complex and severe mental health conditions in both inpatient and intensive home treatment settings as part of a multi-disciplinary team.

- 3.14 It is expected that the HEI training delivery will be through distance / digital learning in line with current COVID-19 arrangements. Future cohorts are also expected to be delivered remotely so the successful training providers will need to work closely with services to ensure appropriate placement supervision and learning support arrangements are in place. Providers will be expected to evidence that the PG Cert is underpinned by a commitment to Expert by Experience co-production and the use of routine outcome and experience measures.
- 3.15 A training curriculum has been developed to support this new role by a national Curriculum Group, building on experience developing existing modules such as CYP Improving Access to Psychological Therapies (CYP IAPT), Children's Wellbeing Practitioners (CWP) and Education Mental Health Practitioners (EMHP) curricula where appropriate, and aligned to broader development of similar roles in the psychological professions. Providers will be expected to reference in their bids that existing programmes will not be impacted by delivery of this new training programme.
- 3.16 The training provider will include support for supervisors of the new role, who might also be expected to provide local educator support and to make a transformation contribution in developing and establishing the role. Training providers will offer supervisor orientation and transformation support and facilitate supervisors' peer supervision to support development and embedding of the new role. It is anticipated that the frequency of peer supervision would be no less than bi-monthly. Multi-disciplinary team colleagues should also receive orientation support.
- 3.17 Evaluation of the 2-year pilot will focus on the first cohort due to start as soon as possible in Q4 (Jan – Mar 2022) and look at the experience of both the PG Cert training and working in practice to inform future learning, service need and funding model. Whilst the funding model is expected to remain the same post pilot scheme, this will be determined following the evaluation of the first cohort. An evaluation group will be set up to agree the parameters of the overall evaluation of this new role and the successful training providers will be asked to engage in the evaluation process. Over the 2 years, the training will be expected to be reviewed and developed as part of an iterative process in line with feedback.
- 3.18 The Authority would anticipate that the recruitment process to identify the trainees for this new psychological role will be collaborative and values based. This is to ensure that the psychology graduates recruited are able to meet both service expectations but also the educational requirements for the 12 month PG Cert course. Services employing the trainees during their training year will have a commitment to provide a practitioner role on successful completion of training. It is expected that the trainees will be recruited as part of a joint recruitment process by the HEIs and providers.
- 3.19 In order to optimise the varied potential and prior learning of psychology graduate applicants it is suggested that providers may also wish to consider supplementing their recruitment with use of a pre-registration pack for applicants to complete prior to registration of the course. This evaluated multiple-choice question and learning pack would ensure the provider understands the level of prior experience each trainee has in terms of working with CYP. This will help to ensure the course will meet the needs of all trainees who will have the same level of skills, knowledge and experience by completion of the training.
- 3.20 The provider will be asked to:

3.20.1 Demonstrate the ability to deliver the CYP MH inpatient and community pathway new role training first cohort (Cohort 1) as soon into Q4 (Jan – Mar 2022) as possible. The Authority would request that bids include consideration of the Cohort 2 start date.

3.20.2 Commitment and ability to support, with service representatives and other key stakeholders, joint recruitment and selection to programmes, ensuring any recruitment is based upon [HEE's Value based Recruitment Framework](#).

3.20.3 Undertake the required quality assurance development and processes to ensure the appropriateness and suitability of the practice areas used for supporting the delivery of the programme.

3.20.4 Ensure compliance in providing the required data and other performance requirements needed to report accurately, and in a timely way, the recruitment, progression and learner programme completion outcomes.

3.21 This work should be undertaken in a way that:

3.21.1 Aligns with the existing HEE educational approach and associated resources

3.21.2 Maximises opportunity for co-design and stakeholder engagement across the system.

3.21.3 Is congruent with the NHS values and constitution and is inclusive in its direction.

3.21.4 Does not adversely impact upon the reputation of HEE.

3.22 The Authority would expect that bids will be able to clearly demonstrate how robust collaboration and strong relationships with those service provider organisations employing trainees will be developed to embed learning into practice and enhance academic and practice integration.

3.23 We are inviting bids from education providers to provide delivery of the CYP MH Inpatient pathway new role training to the agreed national curricula and competencies required.

3.24 Successful providers will be awarded a 2-year contract initially in line with the pilot phase. There is an expectation however that the evaluation will support the need for further development of the training and continuation of delivery and the role post pilot phase.

4 Quality Assurance

- 4.1 Bids will need to demonstrate delivery against the [HEE Quality Framework¹](#) and how this will be incorporated into the programmes; HEE will undertake quality monitoring in line with the framework.
- 4.2 Bidders should evidence their ability to award academic credits or their affiliation with a HEI or AEI with the ability to award academic credits.
- 4.3 Bidders must provide evidence of robust quality assurance processes including as a minimum the following:
 - 4.3.1 Strong educational governance and leadership through demonstrating accountability for continuous improvement of quality outcomes.
 - 4.3.2 Overview of staff to learner ratios for modules.
 - 4.3.3 Overview of module exam board reports, in appropriate detail to be able to gauge pass rates and quality measures.
 - 4.3.4 Learner, supervisor and employer feedback and appropriate resultant actions; including clear and robust processes for managing learner attrition and support for learners who are not achieving, along with their supervisors.
 - 4.3.5 HEI Quality Assurance reports relevant to the modules submitted for the portfolio.
 - 4.3.6 Evidence of the appropriate academic and clinical skills and expertise of those involved in educational delivery e.g., short biographies of relevant staff [full CVs should not be submitted].
 - 4.3.7 Comprehensive study materials and capacity to reflect changes in practice and evidence-based knowledge as it becomes available.
- 4.4 It is expected that patient, lay and service involvement will span all areas of the programme development, delivery and monitoring including programme management, quality assurance, teaching and learning, assessment, learner and staff feedback, allied to the National Education and Training Survey (NETS).
- 4.5 Meaningful involvement of experts by experience in training (service users, family carers and supporters) should therefore be evidenced in bids.
- 4.6 Bidders should be committed to engage with representatives of NHS and non-NHS services to review and amend provision where relevant and appropriate.

5 Funding Model for the CYP MH Inpatient and community pathway new role programme

- 5.1 CYP MH inpatient and community new role tuition costs will be at a fixed cost of **£7,500**, inclusive of VAT where applicable, per trainee in respect of the delivery of a postgraduate certificate, completing this programme over a maximum period of 12 months. The fixed cost provided should cover all associated costs with the delivery of training and further or additional funding may be made available for the cohorts delivered should numbers increase at the existing fixed cost set per learner.

- 5.2 Whilst it is assumed that clinical psychologist supervisors will have had, or are able to access supervision training, they and multi-disciplinary team colleagues, as appropriate, should receive a brief supervision and role development offer. This will provide supervision-orientation training for the new role, its competencies and requirements (including support for remote and workplace learning), supplemented by peer supervision and role development meetings for supervisors. This element of supervision and transformation support will be at a fixed cost of **£600** per trainee.
- 5.3 Further to the funding outlined above, Providers will receive **£50k** Development Funding within the first year only.
- 5.4 For education providers in the initial year there will be a requirement to deliver at least one cohort for the programme during 2022. Providers would also be expected to demonstrate that they have the capacity to deliver two cohorts each year if required and to confirm the start date of the second cohort to commence in academic year 2022/23.
- 5.5 All funding levels highlighted in this document are based on the recruitment to all the training places recruited to for the duration of the programme(s) and the assumption that there is no attrition. Payments will be paid within the NHS Financial Year.

6 Contracting Arrangement

- 6.1 Contracting is expected to be reflective of the principles of the Standard Education and Training Contract. Additional clauses specific to the commissioning of CYP MH Inpatient pathway training may be included.
- 6.2 Each awarded provider, of which there is an expectation that there will be two award providers, will be allocated an individual contract and the contract will provide an expected number of commissions, with review points to ensure delivery of provision. It will also include agreed Key Performance Indicators (KPIs) to ensure both parties are able to review progress and measure success. This may include for example available training places (HEI capacity), number of trainees, number of training places commissioned, number of training places filled, attrition rates; alongside qualitative metrics to measure outcomes including trainee feedback.
- 6.3 The contract will be delivered according to NHS financial years. It is expected that the first cohorts will commence as soon as possible in Q4 (Jan – Mar 2022). All monies will be paid according to NHS financial years.
- 6.4 Payment and invoice details will be sent to the lead contact cited. HEE will make payments based on the number of module credits required by registered and approved learners at the start of each quarter (NHS Financial Year).
- 6.5 HEE will review CYP MH inpatient pathway training provision delivered as part of its regional contract monitoring arrangements.
- 6.6 The education provider will need to provide a minimum dataset/reporting template, within an agreed timeframe with regional HEE offices to support performance monitoring of the contract. Preferred bidders will also be expected to respond in a timely fashion to ad hoc information returns for HEE.

- 6.7 All parties agree to implement a sharing of information agreement to enable HEE and HEIs to share information in relation to tracking learners into employment upon successful completion of the CYP MH Inpatient pathway training programme who access funding. Bidders should make learners aware that recruitment and progression data will be shared with HEE and other relevant third parties. Providers will ensure each learner will have signed an appropriate information governance agreement as part of course enrolment.
- 6.8 HEE may use performance data in its annual report.
- 6.9 Contracts will be negotiated (where specifically indicated within the published T&Cs) with successful bidders or in the case of consortia bids, via the lead partner.
- 6.10 The response to the tender should explain the details of any known plans for changing the delivery model. Throughout the duration of the contract period, providers will notify HEE in writing of any requests to make planned changes to the format of the delivery for agreement.

Section Three: Tender Submission Information

7 Key Terms and Conditions

- 7.1 Successful bidders will be conferred the status of preferred provider and will be awarded a contract with an end date from 2 years from the start of the first cohort (see section 3.24 about potential for further development of the training and continuation of delivery). All HEE commissioned learners who enroll on the CYP MH inpatient and community pathway training will be expected to be supported until completion.
- 7.2 Bidders are required to clearly outline the main point of contact for single bidders or the main point of contact for the lead partner in any Consortia bids or arrangements involving subcontracting. The roles of any key contacts should be clearly outlined.
- 7.3 The numbers of learners for the contract may vary annually to match the requirements of the commissioner (on behalf of Service) as outlined in this Specification and subsequent commissioning plans.
- 7.4 Preferred providers will be expected to fulfil regular contract monitoring requirements with HEE including participation in annual contract review. These will be further defined on contract award to successful bidders.

8 Who can apply?

- 8.1 Applications are welcome as sole organisation applications as well as from consortia. Consortium submissions must be submitted by a lead organisation on behalf of others and approved by an Executive Director or equivalent. The Authority acknowledges the timescales involved to complete the necessary governance arrangements for a collaborative bid to be submitted. The Authority will consider Consortia bids where this process is ongoing at the time of bid submission however any subsequent Award will be subject to joint contractual arrangements being in place and finalised by the commencement of the Contract.

- 8.2 Organisations are limited to a maximum of one sole application and one as part of a consortium or subcontracting arrangement.
- 8.3 The number of applications is restricted by organisation rather than by individual, therefore Directors can be named on multiple applications.

9 How will the applications be assessed?

- 9.1 Applications will be assessed according to the evaluation criteria set out in Appendix B. For full criteria please refer to the Tender Response Document. Providers should include a project / mobilisation plan in their bid submission.
- 9.2 HEE may at its absolute discretion amend the specification document. Under such circumstances, HEE will notify all relevant parties and consideration will be given to extending the deadline if appropriate.
- 9.3 HEE will establish a panel to review all submissions against the tender specification and evaluation criteria. HEE will evaluate all tenders without prejudice or bias towards any one bidder that fulfils the conditions and requirements of this Invitation To Tender (ITT). The panel will consist of representatives and clinical advisors from:
 - 9.3.1 HEE (National and regional offices)
 - 9.3.2 NHS England and NHS Improvement
 - 9.3.3 CYP inpatient and community MH services
 - 9.3.4 Lived experience representative (who will review question 7 only)
- 9.4 The panel will recommend to HEE their preferred bidder(s) who give the best overall compliance with this specification.
- 9.5 The Authority is not bound to accept any submission and may at any time and at its entire discretion terminate this procurement any time without making any contract award. Unless the submission stipulates to the contrary, the Authority may choose to accept any part of a tender.
- 9.6 HEE reserves the right not to award if no appropriate bids are received and seek an alternative means of providing the training service.
- 9.7 The Authority reserves the right not to evaluate a proposal that does not conform to the submission format or comply with the specification.

10. Outline Timetable for tender applications, evaluation and decisions:

- 10.1 This document has been prepared for information purposes only and does not constitute the basis of a contract. No personnel have any authority to make or give any representation, warranty, indemnity or undertaking, expressed or implied in respect of this document alone. Whilst this document has been produced in good faith neither HEE nor their professional advisers accept any responsibility for the information contained in it or for any omission or interpretation and shall not be liable for any loss or damage arising as the result of reliance on this document.

- 11.2 Any prospective bidder who directly or indirectly attempts to canvass employees of HEE or their professional advisers in order to gain unfair favour concerning the award of the contract will be immediately disqualified from the process.

Confidentiality

- 11.3 The recipient indicates by accepting this document their agreement to comply with the following: -
- (a) that they shall keep permanently confidential the information contained herein or sent herewith or made available in connection with further enquiries (in accordance with the Freedom of Information Act 2005), and
 - (b) that they shall not divulge or communicate to any person (other than those whose province it is to know the same or with the permission of the HEE or where a joint response with another Education Provider is requested) any such information, and
 - (c) that they shall ensure that their employees, agents and sub-contractors comply with the same principles.

Freedom of Information Act (FoIA)

- 11.4 Submissions will be subject to the FoIA. All information submitted will be treated as 'commercial in confidence' during the tender process.
- 11.5 Potential providers should be aware of HEE's obligations and responsibilities under the FoIA to disclose on request recorded information held by HEE provided by potential providers in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, unless it considers one of the statutory exemptions under FoIA applies.

Appendix 1

NATIONAL CURRICULUM FOR CYP MH INPATIENT AND COMMUNITY PATHWAY NEW PSYCHOLOGICAL ROLE

YOUTH INTENSIVE PSYCHOLOGICAL PRACTITIONER

(September 2021)

Module Aims and Content: Youth Intensive Psychological Practitioner

Aims and Context

This post-graduate certificate training will develop and train a practitioner role to support and deliver under close supervision active contribution to assessment and formulation and focussed interventions with young people who have range of severe and complex mental health needs. The training will ensure the Youth Intensive Psychological Practitioners (YIPPs) have the skills and knowledge to support the delivery of safe and effective care to young people who are severely unwell and often have complex needs.

Trainees' learning will include assessed practical experience with young people and their parents, families and carers in both in-patient and community mental health settings, including intensive home treatment teams, learning and practicing under close supervision as integral members of the multi-disciplinary teams. Trainees will learn to form resilient collaborative relationships with young people and with the staff teams around them, contributing to improvements in the psychological care of the young people.

Trainees will be psychology graduates or other graduates with Graduate Basis for Chartered Membership (GBC) of the BPS, who will build on degree level knowledge of psychological processes, child and lifespan development, mental health and ill health and psychological models of intervention. The curriculum is therefore designed so that it can be available at postgraduate certificate level (level 7). Entrants do not need to possess previous clinical or professional expertise in a mental health setting, but should have experience of working with children and young people in a voluntary or paid role and demonstrable interpersonal skills and values consistent with providing hopeful, person-centered care. They should hold evidence of academic credit or equivalence allowing entry to Level 7 programme.

*This curriculum and its content should also be supplemented multidisciplinary competence framework for staffing working in children and young people's inpatient mental health services (<https://www.ucl.ac.uk/pals/research/clinical-educational-and-health-psychology/research-groups/core/competence-frameworks-19>)

Module 1: Children & Young People's Mental Health Settings: Context and Values (20 Credits)

YIPPs will provide support and assistance to Clinical Psychologist(s) and the wider MDT in adolescent inpatient units and associated community-based treatment teams. They will provide evidence-based interventions under the direction of their supervisor(s). YIPPs will operate at all times from an inclusive values base which promotes recovery and recognises and respects diversity. Diversity represents the range of cultural norms including personal, family, social and spiritual values held by the diverse communities served by the service within which the practitioner is operating. Practitioners must respect and value individual differences in age, sexuality, disability, gender, spirituality, race and culture. They must be able to respond to children and young people's needs sensitively with regard to all aspects of diversity.

A YIPP will need to have a good understanding of their working context and how their role sits within both their local and national systems of care. The YIPPs will learn to demonstrate a commitment to equal opportunities for all and encourage children and young people's active participation in every aspect of care and treatment. They will also demonstrate an understanding and awareness of the power issues in professional / trainee relationships and take steps in their clinical practice to reduce any potential for negative impact this may have.

This module will, therefore, expose them to the concept of diversity, inclusion and multi-culturalism and equip them with the necessary knowledge, attitudes and competences to operate in an inclusive values-driven service. They will also learn to manage caseloads as directed by their supervisor(s), to operate safely, to recognise the limitations to their competence and role and to work to a high standard, using supervision to aid their clinical decision-making.

A YIPP will develop an understanding of their contribution to supporting young people in the context of a collaborating multi-disciplinary team. They will also need to understand the young person and family within the context of the inpatient unit, and start to have an understanding about how the inpatient unit milieu and environment may also be contributing both negatively and positively to the young person's wellbeing.

| Module | Module Aims | Content / Learning Objectives (please specify knowledge and skills / competency) |
|--------|-------------|--|
|--------|-------------|--|

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| <p>Module 1:</p> <p>Module 1: Children & Young People's Mental Health Settings: Context and Values</p> <p>See Appendix A for a full breakdown of learning objectives</p> | <ol style="list-style-type: none"> 1. To equip the trainee Practitioner with the necessary knowledge, attitude and competence to operate effectively in an inclusive, values driven and multi-disciplinary service. 2. To equip the trainee Practitioner with the necessary understanding of the role of the Clinical Psychologist(s) and the Multi-Disciplinary Team in Inpatient Teams and Home-based Treatment Teams and with the necessary competence to support the work of the Clinical Psychologist(s) under supervision 3. To support the trainee with an understanding of and ability to contribute to team working and to understand how the unit operates as a system. 4. To develop an understanding of and ability to support the therapeutic milieu. | <p>Knowledge, attitude and values:</p> <ol style="list-style-type: none"> 1. Engage and involve children, young people and parents/carers in a way that maximises their collaboration and engagement in mental health services and related settings and contexts. 2. Understand and evidence the core principles of CYP-IAPT, including the use of routine outcome measures and the key principles of core, evidence-based practice / therapies. 3. Support access to Children and Young Peoples' Mental Health Services (CYPMHS) in a way that minimises disadvantage and discrimination. 4. Effectively use self-reflection and supervision to process own emotional responses and enhance clinical work, practicing within level of competence 5. An ability to work from a position that recognises that Children / Young People have human rights and that decisions about their care should balance their safety (and possible restriction) with autonomy, independence and agency in their life. 6. An ability to take a compassionate and respectful attitude. 7. An ability to work from a position that assumes that the difficulties experienced and expressed by children/young people can usually be understood in the context of their life experiences, values and background. 8. An ability to work from a position that assumes that helping children/young people (and their families/carers) is best done by developing shared understanding and working collaboratively. 9. An ability to hold in mind the whole person, their context, their aspirations and values, and their individual cultural and spiritual preferences (not just focusing on their immediate presentation) 10. An ability to recognise and value the strengths, resources and assets of the child/young person and their family/carers. 11. An ability for the practitioner to reflect on their beliefs, attributions and assumptions about the factors that contribute to reducing distress 12. An ability for the practitioner to reflect on their reactions to the child/young person, and manage them in a way that delivers compassionate care. 13. An ability to be yourself in interactions, as well as offering clinical expertise and holding professional boundaries. 14. An ability to interact in a way that the child/young person and their family/ carers experience as their being understood, and which demonstrates that their perspective is being taken seriously 15. An ability to hold in mind the risk of the child/young person feeling that they have no choice or control over the ways services intervene, and to address this by conveying a sense that all parties can respect and learn from each other's experience and expertise. 16. An ability to convey a sense of hope and optimism 17. An ability to maintain a style that is likely to be experienced as helpful by being consistently open, responsive and receptive. 18. An ability to maintain a professional and reflective relationship in the face of threats to its integrity or challenges to its boundaries |
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| | | <p>Working with system:</p> <ul style="list-style-type: none"> • To understand and learn to work with the family system and social context affecting the child/young person particularly the impact of parental mental illness, parental substance misuse, exposure to domestic violence, <p>transgenerational trauma and impact of social disadvantage.</p> <ul style="list-style-type: none"> • To understand factors relating to resilience in staff and children/young people. • To demonstrate awareness of the neuropsychological aspects of childhood and adolescence (e.g. brain development) and general processes involved in childhood and adolescent development • To understand the role of advocacy relevant charities and self-help e.g. BEAT, Challenging Behaviour Foundation, Young Minds. • To evidence knowledge of learning theory and how this links to behavioural management and interventions. • To evidence knowledge of factors that promote well-being and emotional resilience, (e.g. good physical health, high self-esteem, secure attachment to caregiver, higher levels of social support). • To demonstrate awareness of normative/non-normative childhood and adolescent behaviour and difficulties across development. • To demonstrate knowledge of child and adolescent development across physical, neurodevelopment, psychosocial, emotional, cognitive and moral areas of development. • To understand the impact of child abuse; neglect, emotional or physical abuse and neglect as well as sexual abuse/exploitation on child/young person's development, relationships and well-being. • To understand the Impact of trauma on brain development, attachment, dissociation and possible reenactment in relationships. |
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| | | <ul style="list-style-type: none"> • To evidence the ability to respond to and manage concerns about safeguarding and child protection (in relation to emotional, sexual and physical abuse and indicators of neglect. • To understand group processes of patient mix, direct care staff, wider multidisciplinary team and interface with external teams and organization. <p>Team working:</p> <ul style="list-style-type: none"> • Demonstrate an ability to work within the multi-disciplinary team(s) within this context • Demonstrate an ability to sustain a therapeutic social environment (therapeutic milieu) • Demonstrate an ability to co-ordinate with other agencies and individuals • Demonstrate an ability to manage endings <p>Transition, admission, discharge care and liaison with the community MDT – From community to inpatient and back:</p> <ul style="list-style-type: none"> • To understand how to develop a relapse prevention plan and an ability to contribute to this in the context of a discharge to community services • To be able to identify indicators for discharge • To understand psychological problems associated with discharge • To understand and contribute to effective and timely pathways to discharge • To communicate and complete joint planning about discharge plans • To collaboratively support transfer of care between services (e.g. from community-based treatment to inpatient care and back to community, care support in school) <p>CONTENT</p> <ul style="list-style-type: none"> • Knowledge of systemic orientation • CYP services context & principles – local & national • Service role of the YIPPS & overview of other relevant mental health roles • Multi agency working & navigation (including context of service delivery) |
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| | | <ul style="list-style-type: none"> • Legal/professional issues, (incl. legal framework, ethics, confidentiality, capacity/consent, safeguarding etc.) • Overview of CYP MH interventions, therapies & evidence base • Diversity and Culture, social inclusion • Caseload & clinical management, use of supervision, liaison & clinical decision-making. • Child, youth and family development and transitions • Working with families and systems • Service user involvement • CYP mental health policy • Collaborative practice/working and participation • Reflective practice • Outcomes-informed practice. • Multi-disciplinary teamwork in Inpatient Teams and Home-based Treatment teams and working relations between these teams |
| Module 2: Working with Young people and their Families with severe and complex mental health needs: Assessment, Engagement and Formulation Skills (20 credits) | | |

YIPPs will support the assessment of children, young people and families with a range of severe and complex mental health needs in inpatient and community settings as part of a multi-disciplinary team. This assessment must reflect the young person and their family's perspective and must be conducted with the young person's and family's needs paramount. The assessment should reflect a shared understanding of the young person's current difficulties and inform how decisions are made with the family about the best next steps for the young person and the family.

A YIPP must be able to undertake a child-centered interview which identifies the child's/ young person's current difficulties, their goals and those of their family/parents, their strengths and resources and any risk to self or others. They need to understand the young person in the context of their family, culture, wider social environment, developmental stage and temperament. They need to engage the young person and their carer(s) and other family members and to establish and maintain therapeutic alliances. They will need to gather appropriate information from different sources, be able to make sense of this and with the family develop and communicate a shared understanding, contribute to formulation where appropriate. They also need to understand how the child's difficulties fit within a diagnostic framework, recognize other physical, developmental or psychological difficulties (e.g. epilepsy, autistic spectrum disorders, attachment history) and know what evidence-based intervention or approaches are likely to be appropriate within the inpatient and community settings.

This module will therefore equip the YIPP with a good understanding of the incidence, prevalence and presentation of severe and complex mental health problems experienced by young people in these settings and evidenced-based intervention choices. Skills teaching will develop core competences in active listening, engagement, alliance building, patient-centered information gathering, information giving and shared decision-making. The module will develop the YIPPs competency in assessments and identify areas of difficulty (including risk) and establish main areas for change, establish and maintain a working therapeutic alliance and engaging the young person/family to support them in recovery, Identify and differentiate between common mental health problems in CYP, navigate and use routine outcome measures and standardised assessment tools effectively as part of the assessment and engagement process.

| Module | Module Aims | Content / Learning Objectives (please specify knowledge and skills / competency) |
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| <p>Module 2: Working with Young people and their Families with severe and complex mental health needs: Assessment, Engagement and Formulation (20 credits)</p> | <ol style="list-style-type: none"> 1) To equip the trainee with an understanding of the general developmental needs of YP. 2) To equip the trainee with broad overview of typical mental health presentations, and the aggravating or mitigating circumstances that impact on an admission to an inpatient unit and/or need for crisis care/intensive community support. 3) To equip the trainee with a basic understanding of the risks and benefits of an inpatient admission. 4) To equip the trainee with a broad understanding of the family as a system, and the impact of MH difficulties and service use recursively on the family and the YP. 5) To develop an understanding of how to assess, formulate and review needs of the YP and their family in this context. 6) To understanding the relational needs of young people and families in these contexts and develop basic skills of engagement and the ability to manage the therapeutic relationship. 7) To support the trainee with an understanding of the importance and active engagement and working in partnership of participation for the YP and family. | <p>Key Learning Outcomes:</p> <ul style="list-style-type: none"> - To demonstrate knowledge of childhood and adolescence as developmental stages; the nature, functions thereof - To demonstrate knowledge of attachment, attachment disruption and how this can manifest - To demonstrate knowledge of why and how mental health difficulties might develop in childhood and adolescence - To demonstrate knowledge of common mental health difficulties that might be seen in this context (including self-harm, depression, anxiety, eating disorders) - To demonstrate an understanding of developmental needs (cognitive, neurodevelopmental etc) and how these might impact on young people and their families in the context of crisis services - To demonstrate knowledge of PTSD and complex trauma and how these can manifest and impact on young people and family systems - To demonstrate understanding of the nature of inpatient admissions and the risks and benefits - To demonstrate understanding of the nature and role of family systems and how they might experience crisis pathways and inpatient admissions - To demonstrate an understanding of the relational needs of young people in this context and the nature of therapeutic relationships - To demonstrate skills in building engagement and communication, in developing and maintaining therapeutic relationships with young people and the systems (including families) around them - To demonstrate an understanding of risks assessment and management and safeguarding in this context - To demonstrate skills in assessment in this context (including semi structured interviews, indirect assessment, self-report questionnaires) - To develop and demonstrate an understanding of the nature, functions and complexities of formulation as a process, models of formulation and their application in this setting. - To make a contribution to models of formulation and their application; demonstrating skills in aiding assessment, interpreting of information, and information sharing formulation in this context - To demonstrate the ability to work in partnership with CYP and their parents / carers, drawing on and applying knowledge of co-production and shared decision making in this context. |
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Module 3: Working with Young people and their Families with severe and complex mental health needs: Therapeutic skills and Interventions to improve psychological wellbeing (20 credits)

This module will equip YIPPs with a good understanding of and the ability to contribute to the process, under supervision, of therapeutic support and the management of individual young people (and parents / carers) experiencing severe and complex mental health difficulties in inpatient and community settings.

YIPPs will support the process of a whole team and whole system approach to risk management, developing the ability to assess and manage a range of risk factors and presentations in this context. They will develop an understanding of the application of positive / therapeutic risk management and harm minimizations and be able to identify appropriate actions following risk assessment. They will develop the ability to establish and maintain therapeutic alliances with young people and their parents / carers in this context and interpersonal boundaries that will support therapeutic risk management. They will understand and develop the ability to implement strategies, under supervision, to support active risk management including supporting young people with daily skills and self-care.

YIPPs will deliver appropriate skills and interventions to improve psychological wellbeing, anxiety and low mood in young people and their parents / carers in this context. They will actively contribute to whole team formulations, behaviour change models and strategies to support emotion regulation and distress tolerance.

| Module | Module Aims | Content / Learning Objectives |
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| Module 3: Working with Young people and their Families with severe and complex mental health needs: Therapeutic skills and Interventions to improve psychological wellbeing (20 credits) | <ol style="list-style-type: none"> 1. To equip the trainee with the skills to support psychological intervention under close supervision. 2. To deliver appropriate skills to stabilize and improve psychological wellbeing. 3. To learn brief interventions, which can be delivered (under supervision) from community to inpatient and back. | <p>Risk management</p> <p>There is an expectation that services will already have the following competences in place and</p> <p>work consistently together using a whole team approach to risk management;</p> <ul style="list-style-type: none"> • To understand the use of relevant code of practice guidelines for children and young people <p>and the least restrictive practice – (Refer to Practitioners Handbook for crisis and Inpatient CAMHS).</p> <ul style="list-style-type: none"> • To provide interventions within the least restrictive environment and using least restrictive practice. • To Implement a framework to reduce use of physical intervention • To be able to assess and contribute to MDT risk management plans to mitigate risks such as neglect, self-harm, suicidal intent/acts, |

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| | | <p>absconson/running away, substance misuse, physical aggression, restricted</p> <p>eating/binge/purge, offending behaviour.</p> <ul style="list-style-type: none"> • To recognise the interaction between psychological states and physical risk. • To demonstrate and understanding and skills in risk assessment and positive / therapeutic risk management/harm minimization. • To recognise and identify appropriate actions following risk assessment. • To effectively involve the parents and family or carer in supporting the young person and in risk management, recognising them as a helpful resource and partner where appropriate. • Demonstrate an understanding of the impact of secondary trauma. • To understand and contribute to the management of difficult/highly expressed emotions. • To support the stabilization of risk and self-management/recovery. • To use a holistic risk assessment within an agreed framework to develop a risk <p>management plan.</p> <ul style="list-style-type: none"> • To establish and maintain therapeutic alliances. • To set and manage clear interpersonal boundaries. • To develop skills in supporting social skills, communication, sleep self-care, daily living skills, <p>self-soothing, relaxation, play, distraction, physical exercise, acceptance, interests.</p> <ul style="list-style-type: none"> • To explore motivation to change and negotiate safe ways of managing risk behaviours. <p>associated with the child/young person's mental disorder and ensure that early changes</p> <p>provide steps for further change and re-evaluation of treatment targets.</p> <ul style="list-style-type: none"> • To explore and manage risk associated with the use of social media and mobile phones. <p>Social systems, groups, team working.</p> |
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| | | <p>Treatment options</p> <ul style="list-style-type: none"> To contribute to Formulation – the first stage of treatment. To assess the nature of the presenting difficulties of children/ young people accessing inpatient CYPMH services, understand the definition, core symptoms, common complications/co-occurring complex conditions, epidemiology and treatment of multiple mental disorders and presenting difficulties <p>Brief interventions</p> <ul style="list-style-type: none"> Critically evaluate a range of evidence-based interventions and strategies to assist YP and their parents manage their / their child's emotional distress Demonstrate knowledge and understanding of, and competence in using brief interventions drawing on behaviour change models and strategies in the delivery of interventions for low mood and anxiety in the context of a severe and complex mental health presentation. To demonstrate and deliver emotional regulation skills |
| <p>Learning and Teaching Strategy</p> <p>The curriculum for YIPP in Specialist CYP Mental Health settings is organised into three components. Components can be organised according to local module structure requirements by training providers to comply with their academic timetable and tailored to suit local needs. The curriculum is based on three components delivered over 45 days in total. This number of days is essential to meet the learning objectives specified within the curriculum. Although each component has a specific set of foci and learning outcomes, the clinical competencies build on each other and courses are expected to focus the majority of their teaching activity on clinical competence development through clinical simulation/role play. Assessment focuses primarily on trainees' practical demonstration of competencies. Skills based competency assessments are independent of academic level and must be passed. The curriculum will form the basis of any future course accreditation.</p> | | |
| <p>Supervised and Assessed Practice</p> <p>The training programme requires trainees to learn from observation and skills practice under supervision while working in fully functioning young people community mental health and / or inpatient settings, as well as through the theoretical teaching, skills practice and practice-based learning directed by the Higher Education Institute.</p> <p>Trainees should complete a minimum of 80 clinical contact hours with young people and their families including within an CYP community mental health service for severe and complex mental health needs and within a CYP inpatient setting as a requirement of their training (of which 40 hours should be specifically delivering intervention / wellbeing support in line with Module 3 ILOs). Trainees either need to evidence working with cases in both the</p> | | |

inpatient and community settings or a case or cases move between the two settings. The clinical practice should encompass three areas:

- 1) Working with a YP/ Family in the Community,
- 2) Working with a YP/ Family in Inpatient setting, and
- 3) Working with a YP/ Family at risk of unnecessary Inpatient Admission (to include crisis).

Trainees should undertake a minimum of 40 hours of clinical supervision of which at least 20 hours should be case management supervision and at least 20 hours should be clinical skills supervision. Clinical Supervision should be provided weekly by an HCPC registered Clinical Psychologist who will hold clinical responsibility for the cases. There should also be fortnightly individual case management supervision (where the entire caseload is reviewed and actions agreed if there is current high risk, an increase in risk or a regular monthly review of the care plan is due). Case management supervision can be provided by a suitably qualified member of the multi-disciplinary team with competence in the interventions the MHWP's will offer, and who have undertaken training on MHWP supervision. Supervisors should be individuals of a sufficiently senior status within the service with capacity to oversee both case management and how this interacts with the system. Supervision may reduce in regularity as the training proceeds. In addition, there may be a need for particular clinical tasks where specialist supervision will be needed. This will need to be considered within the context of the particular service setting. Supervisors will need to attend the MHWP supervisors training / orientation days at the relevant training provider.

Assessments

The assessment of academic and clinical skills is detailed below. All clinical skills should be assessed by practical tests of clinical competence either via live tapes of simulated clinical scenarios. Because of the critical nature of clinical competence, there can be no compensation/condonement for a failed clinical competence assessment. While the assessment strategies for assessing practical clinical skills are set out for each component, the methods of assessing academic skills and knowledge may be varied locally to cover the academic content of all three components.

A service-based portfolio should all cover clinical work in modules 1-3. The portfolio should include details of number of contacts and 'intervention' sessions for each and supervision sessions. Supervisor observation and evaluation / sign off is considered a critical part of the portfolio evaluation process.

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| Formative Assessments | <ul style="list-style-type: none"> • a 360 review from the team and young people through a team survey and feedback / outcome measures. This would be done half way through training as a formative assessment, which would allow the team to raise strengths and weaknesses for the trainees to work on. This would be followed by a formal sign off of competencies. • Supervisor report |
| Module 1: | <ul style="list-style-type: none"> • Group presentation of service related problem-based learning task (e.g. on MDT decision or pathway / transition) • Project write up / reflective analysis (1000 words) • Practice Outcome document: Trainees will be required to demonstrate competence in the clinical practice outcomes related to working effectively in teams, supporting transitions, working with systems. The supervisor will sign off the POD once they are satisfied the trainee has demonstrated competence in all areas. Different sources of evidence can be used to demonstrate completion of each POD competency (direct observation by clinical supervisor, discussion and questioning by the clinical supervisor in supervision, testimony from other colleagues, written case records, use of video recordings of clinical encounters and feedback from your clinical supervisor on these, reflective accounts of how the outcome(s) was achieved, drawing upon the research evidence base and feedback volunteered by YP and families). |

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| Module 2: | <ul style="list-style-type: none"> • Podcast: to demonstrate engagement / therapeutic alliance and include engagement with family. This can include clips from sessions if appropriate. Trainees record a 10/15-minute case presentation and critical analysis of a model or theory • Practice Outcome Document (POD): Trainees will be required to demonstrate competence in the clinical practice outcomes related to assessment, engagement, formulation, working in partnership etc. The supervisor will sign off the POD once they are satisfied the trainee has demonstrated competence in all areas. Different sources of evidence can be used to demonstrate completion of each POD competency (direct observation by clinical supervisor, discussion and questioning by the clinical supervisor in supervision, testimony from other colleagues, written case records, use of video recordings of clinical encounters and feedback from your clinical supervisor on these, reflective accounts of how the outcome(s) was achieved, drawing upon the research evidence base and feedback volunteered by YP and families). |
| Module 3: | <ul style="list-style-type: none"> • A video recording or clinical competency simulation demonstrating skills in planning and implementing brief interventions to support psychological wellbeing in this context. • Practice Outcome document: Trainees will be required to demonstrate competence in the clinical practice outcomes related to risk management and interventions with YP and families. The supervisor will sign off the POD once they are satisfied the trainee has demonstrated competence in all areas. Different sources of evidence can be used to demonstrate completion of each POD competency (direct observation by clinical supervisor, discussion and questioning by the clinical supervisor in supervision, testimony from other colleagues, written case records, use of video recordings of clinical encounters and feedback from your clinical supervisor on these, reflective accounts of how the outcome(s) was achieved, drawing upon the research evidence base and feedback volunteered by YP and families). |

Part 3: Project Plan



Part 4: Implementation Plan

[INSERT AGREED IMPLEMENTATION PLAN – to be agreed]

SCHEDULE 2 - FUNDING

Total Contract Value of between £438,800 - £827,600 dependant on the number of cohorts delivered per year.

The cost of the tuition for the Postgraduate Certificate is [REDACTED] per trainee. There is a [REDACTED] per trainee cost for Supervision and Transformation.

Cohort 1 (start date March 2022) across 2021/22 and 2022-23 - 32 trainees

- 32 trainees [REDACTED]
- 32 trainees [REDACTED]
- A one-off developmental cost of [REDACTED]

Cohort 2 (start date March 2023) across 2022/23 and 2023/24. Number of trainees: TBC, between 24-48

- [REDACTED] [REDACTED]
-

Payments will be made by HEE on a quarterly basis. Invoices will be paid within 30 days of receiving.

Commercial Schedule

- 1.1 The contract value for this provision is outlined above.
- 1.2 HEE will make payment upon receipt of uncontested invoices.
- 1.3 Invoices and payments will be authorised and processed by NHS Shared Business Services.
- 1.4 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)

- 1.5 All invoices submitted are to be clearly annotated as Cost Code ASZ096 and for the attention of [REDACTED]

SCHEDULE 3 - QUALITY AND PERFORMANCE REQUIREMENTS

Quality Compliance – to be agreed with provider

- Undertake the required quality assurance development and processes to ensure the appropriateness and suitability of the practice areas used for supporting the delivery of the programme (section 3.20.3 of specification)
- Bids will need to demonstrate delivery against the [HEE Quality Framework¹](#) and how this will be incorporated into the programmes; HEE will undertake quality monitoring in line with the framework (section 4.1 of specification)

Key Performance Indicators – to be agreed with provider

- Each awarded provider will be allocated an individual contract and the contract will provide an expected number of commissions, with review points to ensure delivery of provision. It will also include agreed Key Performance Indicators (KPIs) to ensure both parties are able to review progress and measure success. This may include for example available training places (HEI capacity), number of trainees, number of training places commissioned, number of training places filled, attrition rates; alongside qualitative metrics to measure outcomes including trainee feedback (section 6.2 of specification)

Performance Management requirements – to be agreed with provider

- The education provider will need to provide a minimum dataset/reporting template, within an agreed timeframe with regional HEE offices to support performance monitoring of the contract. Preferred bidders will also be expected to respond in a timely fashion to ad hoc information returns for HEE (section 6.6 of specification)
- HEE may use performance data in its annual report (section 6.8 of specification)

Meeting Schedule – to be agreed

- Formal contract monitoring meetings - Frequency - Quarterly
- Ad hoc meetings – Frequency – As required

SCHEDULE 4- DATA PROTECTION PROTOCOL

The definitions and interpretative provisions at clause 1 of this contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

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| “Data Protection Impact Assessment” | means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| “Data Protection Officer” and “Data Subject” | shall have the same meanings as set out in the Data Protection Legislation; |
| “Data Subject Access Request” | means a request made by, or on behalf of, a Data Subject to exercise rights granted pursuant to the Data Protection Legislation; |
| “Protocol” or “Data Protection Protocol” | means this Data Protection Protocol; |
| “Sub-processor” | means any third party appointed to Process Personal Data on behalf of the Provider where the Provider is acting as a Processor in relation to this contract. |

1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, if Table A of this Protocol has been completed then HEE is the Controller and the Provider is the Processor in relation to the Processing described at Table A. Where the Provider acts as a Processor they are only authorised to carry out the Processing listed in Table A.
- 1.2 The Provider shall notify HEE immediately if it considers that any of HEE's instructions infringe the Data Protection Legislation.
- 1.3 The Provider shall provide all reasonable assistance to HEE in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of HEE, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Provider shall, in relation to any Personal Data Processed in connection with its obligations as a Processor under this contract:
 - 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Provider is required to do otherwise by Law. Where the Provider

is required by Law to Process the Personal Data it shall promptly notify HEE before Processing the Personal Data or at the first available opportunity where prior notification is not possible unless notification to HEE is prohibited by Law;

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

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

1.4.3 ensure that:

- (i) the Provider Personnel do not Process Personal Data except in accordance with this contract (and in particular Table A of this Protocol);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this Protocol;
 - (B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by HEE or as otherwise permitted by this contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

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

- (i) HEE or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR) as determined by HEE;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any

Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist HEE in meeting its obligations); and

- (iv) the Provider complies with any reasonable instructions notified to it in advance by HEE with respect to the Processing of the Personal Data;
- 1.4.4 at the written direction of HEE, delete or return Personal Data (and any copies of it) to HEE on termination or expiry of the contract unless the Provider is required by Law to retain the Personal Data;
- 1.4.5 assist HEE in ensuring compliance with the obligations set out in articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to the Processor.
- 1.5 Subject to paragraph 1.6 of this Protocol, the Provider shall notify HEE immediately if it:
 - 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;
 - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this contract;
 - 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Provider's obligation to notify under paragraph 1.5 of this Protocol shall include the provision of further information to HEE in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, the Provider shall provide HEE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request described in clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by HEE) including by promptly providing:
 - 1.7.1 HEE with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by HEE to enable HEE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 HEE, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by HEE following any Data Loss Event;

- 1.7.5 assistance as requested by HEE with respect to any request from the Information Commissioner's Office, or any consultation by HEE with the Information Commissioner's Office.
 - 1.8 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol and make such records available to HEE on request.
 - 1.9 The Provider shall allow for audits of its Processing activity by HEE or HEE's designated auditor.
 - 1.10 The Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.
 - 1.11 Before allowing any Sub-processor to Process any Personal Data related to this contract, the Provider must:
 - 1.11.1 notify HEE in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the express prior written consent of HEE;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide HEE with such information regarding the Sub-processor as HEE may reasonably require.
- The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.12 HEE may, at any time on not less than thirty (30) Business Days' notice, revise this Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable UK certification scheme (which shall apply when incorporated by attachment to this contract).
 - 1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. HEE may on not less than thirty (30) Business Days' notice to the Provider amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
 - 1.14 The Provider shall comply with any further instructions with respect to Processing issued by HEE by written notice. Any such further written instructions shall be deemed to be incorporated into Table A below from the date at which such notice has been provided to the Provider.
 - 1.15 Subject to paragraphs 1.12 and 1.14 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

Table A - Processing, Personal Data and Data Subjects

The Provider shall ensure that it collects data, pseudonimises or anonymises it, 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.

This table has been completed to capture various data sharing activities. However, the Parties acknowledge and agree that the facts dictate how each Party is acting and it is anticipated that each Party shall be acting as an independent data Controller, including in respect of the data that the Provider collects in order to deliver the programme.

| Description | Details |
|--|--|
| Subject matter of the Processing | <i>P781-2021 Children and Young People's Mental Health (CYP MH) Inpatient and Community pathway new role.</i> |
| Duration of the Processing | <i>Duration processing will be for the duration of the contract only</i> |
| Nature and purposes of the Processing | <p><i>HEE will not be in receipt of personal or identifiable trainee data. However, the Provider will collect data in relation to protected characteristics at each stage of the Learner's Programme, including but not limited to application, education and training, graduation and employment and demonstrate the comparison with the local demographic of the population in which the Provider serves.</i></p> <p><i>Anonymised trainee numbers at enrolment (starters), attrition numbers and completer information is likely to be collected as part of usual contract monitoring arrangements with the provider.</i></p> |
| Type of Personal Data | <i>All data will be anonymised.</i> |
| Categories of Data Subject | <i>Trainees / learners</i> |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data | <i>The data collected will not be personal or identifiable. The data will be stored by HEE for two years post collection and will be appropriately deleted from our secure SharePoint afterwards. The Provider will store the data in line with Provider data policies and retention periods.</i> |

SCHEDULE 5 - INFORMATION AND DATA PROVISIONS

1 CONFIDENTIALITY

- 1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of this paragraph Schedule 41, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:
- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;
- 1.1.2 the provisions of this paragraph Schedule 41 shall not apply to any Confidential Information:
- (i) which is in or enters the public domain other than by breach of this contract or other act or omissions of the Recipient;
 - (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - (iii) which is authorised for disclosure by the prior written consent of the Discloser;
 - (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
 - (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.
- 1.2 Nothing in this paragraph Schedule 41 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").
- 1.3 HEE may disclose the Provider's Confidential Information:
- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by HEE and/or the Contracting Authority receiving such information;

- 1.3.3 on a confidential basis, to any relevant party for the purpose of the examination and certification of HEE's accounts;
- 1.3.4 on a confidential basis, to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which HEE has used its resources;
- 1.3.5 on a confidential basis, to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this contract,

and for the purposes of this contract, references to disclosure "on a confidential basis" shall mean HEE making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this paragraph Schedule 51.3.

- 1.4 The Provider may only disclose HEE's Confidential Information, and any other information provided to the Provider by HEE in relation this contract, to the Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Provider's obligations under this contract. The Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in this paragraph Schedule 41 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at HEE's written discretion, destroyed securely or returned to HEE when it is no longer required. The Provider shall not, and shall ensure that the Staff do not, use any of HEE's Confidential Information received otherwise than for the purposes of performing the Provider's obligations in this contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 5, the Provider shall not, without the prior written consent of HEE (such consent not to be unreasonably withheld or delayed), announce that it has entered into this contract and/or that it has been appointed as a Provider to HEE and/or make any other announcements about this contract.
- 1.6 Paragraph Schedule 41 of this Schedule 5 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this contract unless otherwise agreed in writing by the Parties.

2 DATA PROTECTION

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, each Party shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

- 2.2 Where either Party is Processing Personal Data under or in connection with this contract as a Processor, the Parties shall comply with the Data Protection Protocol. Where the Parties are both Processing Personal Data under or in connection with this contract as Controllers, the Parties shall set out their rights and responsibilities in respect of such Personal Data in a document based on the model data sharing agreement at Schedule 7.
- 2.3 The provisions of this paragraph 2 are additional to those set out in the Data Protection Protocol.
- 2.4 Without prejudice to the generality of paragraph 2.1, when acting as a Controller HEE shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the Provider for the duration and purposes of this contract.
- 2.5 Without prejudice to the generality of paragraph 2.1, when acting as a Controller in connection with this contract the Provider shall:
 - 2.5.1 not transfer any Personal Data outside of the UK without the prior written consent of HEE;
 - 2.5.2 assist HEE in responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation and responding to consultations and inquiries from the Information Commissioner's office or any other regulator;
 - 2.5.3 notify HEE without undue delay on becoming aware of a Data Loss Event; and
 - 2.5.4 ensure that all personnel who have access to or process Personal Data in connection with this contract are obliged to keep the personal data confidential
- 2.6 When acting as a Controller, the Provider must obtain the prior written consent of HEE, such consent not to be unreasonably withheld or delayed, prior to appointing any third party as a processor of Personal Data under this contract.
- 2.7 The Provider and HEE shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to HEE under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.8 Where, as a requirement of this contract, either Party is Processing Personal Data relating to Learners as part of the Services, that Party shall:
 - 2.8.1 complete and publish an annual information governance assessment using the Data Security & Protection Toolkit (www.dsptoolkit.nhs.uk);
 - 2.8.2 meet the standards in the relevant NHS Data Security & Protection Toolkit;

- 2.8.3 nominate an information governance lead able to communicate with that Party's board of directors or equivalent governance body, who will be responsible for information governance and from whom that Party's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.8.4 in addition to the requirements of the Data Protection Protocol, report all incidents of data loss and breach of confidence in accordance with applicable Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines (which can be provided to the Provider by the HEE on request);
 - 2.8.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies rigorously;
 - 2.8.6 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this contract;
 - 2.8.7 at all times comply with any information governance requirements and/or processes as may be set out in the Service Specification; and
 - 2.8.8 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Provider by HEE from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.9 Subject to clause 14, the Provider shall indemnify and keep HEE indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Provider's unlawful or unauthorised Processing (whether in breach of this contract or the Data Protection Legislation) or the destruction inaccessibility and/or damage to Personal Data for which the Provider is responsible in connection with this contract.
- 2.10 The requirements of this paragraph 2 are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.

3 FREEDOM OF INFORMATION AND TRANSPARENCY

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2 Each Party shall assist and cooperate with the other to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Parties agree:
 - 3.2.1 that this contract and any recorded information held by one Party on the other's behalf for the purposes of this contract are subject to the obligations and commitments under the FOIA, Codes of Practice and Environmental Regulations;

- 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Party receiving such a request;
- 3.2.3 that where a Party receives a request for information under the FOIA, Codes of Practice and Environmental Regulations in relation to this contract and/or its subject matter, and that Party itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the other Party as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the other Party;
- 3.2.4 that where the Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
- 3.2.5 that either Party, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the other Party and this contract; and
- 3.2.6 to assist the other Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the other Party within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this contract, the Parties consent to the publication of this contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this contract for publication under paragraph Schedule 53.4 of this Schedule 5, HEE may consult with the Provider to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at HEE's absolute discretion.
- 3.6 The Provider shall assist and cooperate with HEE to enable HEE to publish this contract.
- 3.7 Where any information is held by any Sub-contractor of the Provider in connection with this contract, the Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in paragraph 107 of this Schedule 5, as if such Sub-contractor were the Provider.

4 **INFORMATION SECURITY**

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 5, the Provider shall:
- 4.1.1 notify HEE forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with HEE's information governance Policies (which can be provided to the Provider by HEE on request); and
 - 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by HEE and shall provide full information as may be reasonably requested by HEE in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Service Specification, the Provider will ensure that it puts in place and maintains an information security management plan appropriate to this contract, the type of Services being provided and the obligations placed on the Provider. The Provider shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Service Specification.
- 4.3 Where required in accordance with the Service Specification, the Provider shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Service Specification.

SCHEDULE 6 - CHANGE CONTROL NOTIFICATION FORM

CCN Number:

| | |
|------------------------|--|
| Title of Change | |
| Service Line | |
| Operations Lead | |
| CM originator | |

| | | |
|---|------------------------|---------------------------|
| Change Control Notice (CCN to the following agreement: | | |
| Agreement name | | Date of Agreement |
| | | |
| Date Change Requested | Date CCN Raised | Expiry date of CCN |
| | | |

| | |
|---|---|
| Contact Information for the proposed change | |
| Originator | Other Party |
| Name: Company: Telephone: Email: | Name: Company: Telephone: Email: |

| |
|---------------------------------------|
| Clauses and Schedules affected |
|---------------------------------------|

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| Associated Change Control Notices | | |
|-----------------------------------|--------------------------|--------------------------|
| <i>CCN No.</i> | <i>Name of Agreement</i> | <i>Date of Agreement</i> |
| | | |

| |
|--------------------------|
| Reason for change |
| |

| |
|------------------------------|
| Description of Change |
| |

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|--|
| Changes to contract charges and revised payment schedules |
| |

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|----------------------------------|
| Price to implement change |
| |

| |
|---|
| 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: [PROVIDER] | Signed: |

| | |
|--|---|
| | Print name: Title: Date: |
|--|---|

SCHEDULE 7- EXCHANGE OF INFORMATION BETWEEN HEE AND THE PROVIDER

Template Data Sharing Agreement

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

| | | |
|----------|---|--|
| | | |
| | | |
| | | |
| | | |
| 6 | <p>Article 6 Condition – Personal Data</p> <p><i>[Specify which Article 6 condition (legal basis) is met]</i></p> | |
| | <p>Legal Basis (One of these must apply whenever you process personal data)</p> | <p>Tick which one you are using</p> |
| | <p>(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.</p> | |
| | <p>(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.</p> | |
| | <p>(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).</p> | |
| | <p>(d) Vital interests: the processing is necessary to protect someone's life.</p> | |
| | <p>(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.</p> | |
| | <p>(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)</p> | |

| | | |
|---|---|-------------------------------------|
| 7 | Article 9 condition – Special Categories of Personal Data <i>[Specify here which Article 9 condition is met - a summary of the most likely conditions is provided below.]</i> | |
| | Conditions for processing special category data | Tick which one you are using |
| | (a) Explicit consent: (the data subject has given explicit consent) | |
| | (b) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations)) | |
| | (c) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity) | |
| | (d) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection) | |
| | (e) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services) | |
| | (f) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices) | |
| | (g) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes) | |

| | Other: | | | | | | | | | | | | | | | | |
|----------------------------------|--|--|--|------------------|--|--------------------------|--|---------------------|--|----------------------------|--|----------------------|--|----------------------------------|--|--------------------------|--|
| | <p>Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018:</p> | | | | | | | | | | | | | | | | |
| 8 | <p>Individual rights and preferences</p> <p><i>[Explain how these will be managed by the parties to this agreement]</i></p> <table border="1" data-bbox="248 1205 1524 1980"> <thead> <tr> <th data-bbox="248 1205 916 1346">Individual right</th><th data-bbox="916 1205 1524 1346">Indicate how the right will be managed or why it is not applicable</th></tr> </thead> <tbody> <tr> <td data-bbox="248 1346 916 1451">The right to be informed</td><td data-bbox="916 1346 1524 1451"></td></tr> <tr> <td data-bbox="248 1451 916 1556">The right of access</td><td data-bbox="916 1451 1524 1556"></td></tr> <tr> <td data-bbox="248 1556 916 1662">The right to rectification</td><td data-bbox="916 1556 1524 1662"></td></tr> <tr> <td data-bbox="248 1662 916 1767">The right to erasure</td><td data-bbox="916 1662 1524 1767"></td></tr> <tr> <td data-bbox="248 1767 916 1872">The right to restrict processing</td><td data-bbox="916 1767 1524 1872"></td></tr> <tr> <td data-bbox="248 1872 916 1980">The right to portability</td><td data-bbox="916 1872 1524 1980"></td></tr> </tbody> </table> | | | Individual right | Indicate how the right will be managed or why it is not applicable | The right to be informed | | The right of access | | The right to rectification | | The right to erasure | | The right to restrict processing | | The right to portability | |
| Individual right | Indicate how the right will be managed or why it is not applicable | | | | | | | | | | | | | | | | |
| The right to be informed | | | | | | | | | | | | | | | | | |
| The right of access | | | | | | | | | | | | | | | | | |
| The right to rectification | | | | | | | | | | | | | | | | | |
| The right to erasure | | | | | | | | | | | | | | | | | |
| The right to restrict processing | | | | | | | | | | | | | | | | | |
| The right to portability | | | | | | | | | | | | | | | | | |

| | |
|---|---|
| The right to object | |
| Rights in relation to automated decision-making profiling | |
| <p>Please state below how you will manage any complaints raised regarding the proposed data sharing:</p> <p>Does the National Data Opt-out apply to proposed purpose/s for data sharing? Y/N</p> <p>If yes, please state how these will be managed:</p> | |
| <p>9</p> | <p>Compliance with duty of confidentiality / right to privacy</p> <p><i>[Please state here how you will be satisfying the duty of confidentiality. NB this is in addition to how you have explained meeting data protection requirements to process personal data (above)]</i></p> <ul style="list-style-type: none"> - Consent - Statutory Gateway (e.g. approval under s251 of the NHS Act 2006) <p><i>[Please provide an explanation if necessary. If relying on statutory gateway, specify which and confirm whether it sets aside the common law duty of confidentiality.]</i></p> <p>Is there any interference with Human Rights Article 8?</p> <p>Yes/No/Not applicable</p> <p>If yes, document why it is necessary to interfere with Human Rights and proportionate to do so:</p> |

| | |
|----|--|
| 10 | <p>Transparency</p> <p><i>[Describe here how communication/s with the public will be undertaken i.e. update Privacy notice, patient information leaflets/posters, information on website/s etc]</i></p> |
| 11 | <p>How will the data sharing be carried out?</p> <ul style="list-style-type: none"> • <i>The mechanism by which the data will be shared and an explanation, why this is secure and which organisation is responsible for ensuring security</i> • <i>How any outputs/analysis will be shared and an explanation of why this is secure, necessary and proportionate</i> • <i>Frequency – including security precautions proportionate to the level of frequency</i> <p><i>Whether any information is being transferred outside the EU and, if so, relevant safeguards (this is to ensure compliance with Article 45 of the GDPR)</i></p> |
| 12 | <p>Accuracy of the data being shared</p> <p><i>[Describe the processes/procedure for ensuring that data held and shared is accurate. Explain how any updates will be shared with all recipients of the data.]</i></p> |
| 13 | <p>Rectification of data that has been shared</p> <p><i>[Specify here any procedures in place, or to be put in place, for rectifying inaccurate data that has been shared, or rectifying data that has been identified as inaccurate after sharing by the parties to this agreement. This is separate to the individual's right to rectification]</i></p> |
| 14 | <p>Retention and disposal requirements for the information to be shared - including details of the return of information to the source organisations (if applicable)</p> |
| 15 | <p>Breach management</p> |

| | |
|-----------|--|
| | <i>[Outline the process for how any breach of data security/confidentiality will be managed by relevant parties]</i> |
| 16 | Specify any particular obligation on <u>any</u> party to this agreement |
| 17 | Contacts – Information Governance and Caldicott Guardian <i>[List here the IG contacts for each organisation]</i> |
| 18 | Commencement of agreement <i>[Specify the date the Agreement will come into force]</i> |
| 19 | Review of agreement <i>[Specify if, and when, and by whom (specify job role) the agreement will be reviewed]</i> |
| 20 | Review period <i>[Specify, if applicable, how long any review period will be]</i> |
| 21 | Variation <i>[Specify here if the parties, or any party, can vary the terms of this agreement. If so, detail how this is done]</i> |
| 22 | Ending the agreement <i>[Specify how a party ends their participation in the Agreement, and how data will be managed by the exiting party]</i> |
| 23 | End date |

| | |
|-----------|--|
| | <p><i>[Specify the date the agreement ends]</i></p> |
| 24 | <p>Signatories</p> <p><i>[Each organisation signs here, detailing the name and position of the signatory based on the sharing required. i.e. DPO/SIRO/CG/CEO/Head of service]</i></p> |