

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**HEALTH EDUCATION ENGLAND**  
**and**  
**Brighton and Sussex University Hospitals NHS Trust**

## **PARTIES**

The Parties to this Memorandum of Understanding (“MOU”) are:

- HEALTH EDUCATION ENGLAND (HEE), Blenheim House, Duncombe Street, Leeds, LS1 4PL (“the Authority”)
- Brighton and Sussex University Hospitals NHS Trust (BSUH), Eastern Road, Brighton, BN2 5BE (“the Service Provider”)

## **PURPOSE**

KnowledgeShare is a web application produced by BSUH that makes NHS library and knowledge services more accessible to staff and students. It allows library and knowledge services to:

- Manage requests for evidence searches and share the results of searches more widely.
- Run information skills teaching sessions and give participants the opportunity to book, cancel bookings, download course materials and generate certificates of attendance.
- Provide regular, targeted, personalised evidence updates to staff, based on their specific professional interests. Subject-specific bulletins can also be produced.
- Report on searching, teaching and provision of evidence updates.

This MOU describes the understanding between HEE and BSUH, in relation to the delivery of KnowledgeShare to NHS library and knowledge services in England, and the shared objectives to:

- Increase awareness and use by healthcare staff and learners of recently published research evidence
- Increase the capacity of local NHS library services in England to deliver personalised alerting and evidence search services to the healthcare workforce
- Reduce duplication of effort and release the time of library staff to focus on meeting other customer needs
- Further develop KnowledgeShare functionality to meet the needs of healthcare staff and learners and NHS library teams in England, in the context of HEE’s Knowledge for Healthcare strategy, vision and principles
- Demonstrate the impact of KnowledgeShare

This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations and responsibilities set out within it.

## **PERIOD**

This MOU covers the period from 1 January 2021 to 31 March 2022.

## **VARIATION**

This MOU may be varied by written agreement between the Parties.

## **TERMINATION**

This MOU will terminate on 31 March 2022 unless extended or terminated by mutual agreement. Any early termination is subject to a notice period of not less than 6 months.

## **WHAT THE AUTHORITY AND SERVICE PROVIDER WILL DO**

Schedule A details what the Authority and Service Provider will do.

## **PRICING**

The pricing for the provision of the service is contained in Schedule B.

## **REVIEW OF THE SERVICE**

The Parties will meet quarterly, chaired by Authority, to review the operation of the service, including review of the management information outlined in Schedule C, and to agree any resultant actions. At least one meeting per year will be face-to-face with the remainder taking place online. Meetings will include service user representation from a KnowledgeShare Community of Practice ("CoP").

## **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this MOU, information relating to the other Party's technology, business affairs, finances and employees, and confidential information relating to other individuals obtained in the course of delivering the MOU.

If either Party receives a Freedom of Information request for information associated with this MOU or the Services, it shall inform the other as soon as reasonably possible and both parties will assist each other to comply disclosure obligations.

## **DATA PROTECTION**

The Parties will duly observe all their obligations under the Data Protection Act 2018 and General Data Protection Regulation.

## **INTELLECTUAL PROPERTY**

For the avoidance of doubt, both Parties acknowledge that there shall be no change as a result of the MOU in the ownership of any intellectual property rights in any material or items existing and owned by either Party.

The Parties may, for the Term of this MOU, use each other's logos and graphic devices for the purposes of delivering and promoting the Services specified in the MOU provided such use is in line with the owner's guidelines.

## **PUBLICITY**

The Parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.

The Authority shall decide whether to publicise matters for which it has primary responsibility under the MOU. The Service Provider shall decide whether to publicise matters for which it has primary responsibility under the MOU.

## **SIGNATORIES**

Signed for and on behalf of Health Education England

[REDACTED]

Name

[REDACTED]

Position Head of Library & Knowledge Services - South West, Thames Valley and Wessex

Date 12/01/21

Signed for and on behalf of Brighton and Sussex University Hospitals NHS Trust

Name

[REDACTED]

Position Head of Library and Knowledge Services

Date

## **PRIMARY CONTACT POINTS**

Health Education England

Name

[REDACTED]

Position Deputy Head of Library & Knowledge Services – London & KSS

Email

[REDACTED]

Phone 020 7863 1686

Brighton and Sussex University Hospitals NHS Trust

Name

[REDACTED]

Position Head of Library and Knowledge Services

Email

[REDACTED]

Phone 01273 523303

## SCHEDULE A - Service Provider and Authority Responsibilities

	BSUH	HEE
Service/product pricing	<p><i>Provide KnowledgeShare to NHS library services in England with a 23% discount, as described in Schedule B</i></p> <p><i>Share with HEE full and discounted prices for all library services in England</i></p>	<p><i>Provide data on library membership to inform pricing</i></p> <p><i>Promote awareness of prices and discounts</i></p>
Governance		<p><i>Arrange and chair quarterly MOU monitoring meetings, to include BSUH, HEE and CoP representation</i></p>
Customer engagement/ involvement	<p><i>Formal constitution of regional CoPs</i></p> <p><i>Annual face-to-face or virtual CoP meetings</i></p> <p><i>Develop of a mechanism for logging queries and raising service developments</i></p> <p><i>A mechanism for peer support, including a national mailing list</i></p> <p><i>Increase the level of collaborative content creation</i></p>	<p><i>Promote CoPs and support with arrangement of meetings</i></p>
Reporting	<p><i>Provision of a quarterly report to include:</i></p> <p><i>Key performance indicators including subscribing organisations, usage</i></p> <p><i>Updates on agreed priority service developments</i></p> <p><i>Feedback from library and knowledge services teams and members</i></p>	

Communication/ promotion	<i>Provision of monthly newsletter for subscribing library and knowledge services teams</i>  <i>Provision of online demonstrations for interested library and knowledge services teams</i>	<i>Promote uptake through regional and national briefings, bulletins and meetings</i>
Service/product development	<i>Delivery of prioritised developments, while maintaining core service provision, to include:</i>  <i>System integration (library management systems, discovery systems etc)</i>  <i>Tables of contents</i>  <i>Administrator reporting functionality</i>  <i>Networking and Communities of Practice</i>  <i>Simplified user interfaces</i>  <i>Automation of user evaluations</i>	<i>Promote awareness and uptake of enhancements</i>
<p>Shared responsibilities</p> <p><i>Maintain dialogue and jointly agree actions to be taken in relation to</i></p> <ul style="list-style-type: none"> <li><i>• Changes in OpenAthens and developments authentication</i></li> <li><i>• Progress towards an increasing streamlined library service delivery infrastructure, increased interoperability between systems and services, and open technologies</i></li> <li><i>• Demonstrating the impact of KnowledgeShare (e.g. using case studies, workflow and return-on-investment calculations) to demonstrate how KnowledgeShare streamlines and enhances the library and knowledge services offer for instance by saving time and improving search outputs</i></li> <li><i>• Other areas of mutual interest</i></li> </ul>		

## **Schedule B – Payments, pricing and discounts**

To enable provision of a 23% discount on KnowledgeShare licences to all NHS library services in England and development of table-of-contents alerts and delivery of agreed and prioritised service/product developments:

£102,085

Local KnowledgeShare licences last for 12 months and may commence at any time during the period 1 January 2021 – 31 December 2021. Whenever a library service begins their licence, they will receive a discount for the lifetime of the HEE contribution and up until their first renewal after the HEE contribution has ceased.

## Schedule C – Management information

### Key performance indicators

Ref.	Deliverables/KPIs	Purpose	Frequency of reporting	Who measures?	Action in the event of breach?	Risk rating to HEE if KPI not met
KPI01	Total organisational subscribers to KnowledgeShare	To monitor uptake of subsidised subscriptions	Quarterly	BSUH		
KPI02	Total library and knowledge services teams using KnowledgeShare for Evidence Updates	To monitor local implementation of Evidence Updates	Quarterly	BSUH		
KPI03	Total library and knowledge services teams using KnowledgeShare for Evidence Searching	To monitor local implementation of Evidence Search	Quarterly	BSUH		
KPI04	Total library and knowledge services teams using KnowledgeShare for Skills Teaching	To monitor local implementation of Skills Teaching	Quarterly	BSUH		
KPI05	Members receiving Evidence Updates – by month	To monitor reach of Evidence Updates	Quarterly	BSUH		
KPI06	Members receiving Evidence Searches – by month	To monitor reach of Evidence Search	Quarterly	BSUH		
KPI07	Members receiving Skills Teaching – by month	To monitor reach of Skills Teaching	Quarterly	BSUH		

KPI08	Support requests from library and knowledge services teams – by month	To monitor request management	Quarterly	BSUH		
KPI09	KnowledgeShare members as a proportion of registered library members, plotted against length of subscription	To monitor local implementation of KnowledgeShare	Annual	BSUH		

### Information reporting requirements

Ref.	Information	Purpose	Frequency of reporting	Who measures?
IR01	Updates on agreed priority service developments	To monitor progress on service developments	Quarterly	BSUH
IR02	Feedback from library and knowledge services teams and members	To monitor user feedback	Quarterly	BSUH