

SERVICE LEVEL AGREEMENT FOR SCIENTIFIC TRAINING PROGRAMME (STP) CARE FERTILITY GROUP

THIS AGREEMENT dated September 2020 is made between **CARE Fertility Group**, CARE Fertility Northampton; 67 Cliftonville, The Avenue, Northampton NN1 5BT ("the non-NHS Organisation") and **Health Education England**, working across the Midlands ("the Authority") of Health Education England, Westbridge Place, 1 Westbridge Close, Leicester, LE3 5DR

WHEREAS

The purpose of the Agreement is to confirm the funding to the non-NHS Organisation for the provision of training for the Scientific Training Programme (STP) as detailed in Appendix 1.

IT IS HEREBY MUTUALLY AGREED as follows:

1. The Agreement

- 1.1 This Agreement, relates to the funding for the provision of the Scientific Training Programme (STP) as specified under Appendix 1.
- 1.2 This Agreement will operate for a period of **36 months** with effect from **1st September 2020** until **31st August 2023**.
- 1.3 The non-NHS Organisation will use the funds provided by the Authority under Clause 2 to fund the costs associated with the salary for the Scientific Training Programme (STP) post.

2. Funded Value of the Agreement

- 2.1 The Authority will provide the salary for the trainee in line with this agreement for the commissioned post. The value of salary for this Agreement has been calculated using NHS AfC 2020/21 rates.
- 2.2 In addition, the Authority will provide the non-NHS Organisation with Educational Training Support funding of [REDACTED] per training post for each academic year of the programme. The primary purpose of this funding is to contribute to the travel and accommodation expenses, that a trainee will incur as part of the academic component of the programme. The total cost of this funding for 36 months is [REDACTED]
- 2.3 An annual breakdown of funding for the salary support, on-costs and the Educational Training Support for a Direct Entry trainee undertaking the STP programme, to be paid over the duration of the Agreement is detailed below:

STP Programme Year	Academic Year Dates	Funding for trainee salary support (Band 6 AfC rates 20/21) (£)	On costs (calculated at 24%) (£)	Funding for Educational Training Support (£)	Total funding (£)
1	1 st September 2020- 31 st August 2021				
2	1 st September 2021- 31 st August 2022				
3	1 st September 2022- 31 st August 2023				
			Total funding:		124,923.44

2.4 The total cost of this Agreement is **£124,923.44**

2.5 Any proposed amendments to the financial element of the service delivery listed in Appendix 1, will be subject to discussion between the Authority and the non-NHS Organisation.

2.6 The funding will be put on hold or discontinued if:

- A trainee leaves or is removed from the programme.
- The non-NHS Organisation withdraws from the provision of the Scientist Training Programme.
- A trainee has a leave of absence (i.e.) sickness.

2.7 Any proposed extension to the training programme for the trainee must be applied for and approved by the National School of Healthcare Science.

3. Payment Terms

3.1 Payment will be made in line with the finance guidance in Appendix 2. The non-NHS Organisation are to raise monthly invoices in a timely manner, based on the values as outlined in the financial guidance in Appendix 2 and as requested by the Authority.

3.2 Payments will only be made following receipt of a signed SLA agreement.

4. Monitoring & Review Procedures

4.1 It is required that any departments hosting trainees ensure an appropriate training environment is in place. This can be demonstrated via departmental accreditation with the National School of Healthcare Science. Appropriate progress on workplace-based learning outcomes is demonstrated via the Online Learning and Assessment Tool.

4.2 The non-NHS Organisation shall ensure that where it confirms a demand for Healthcare Science employed trainees, it has fully assessed both the workforce need and its capacity and capability to fully support these trainees, prior to confirming workforce demand, the timescale for which will be notified by the Authority.

4.3 The non-NHS Organisation is required to report to the Authority and the National School of Healthcare Science (NSHCS) any deviation to training pathways for any trainee.

5. Quality and Standards

5.1 The non-NHS Organisation will adhere to the appropriate national quality standards and ensure accreditation with the National School of Healthcare Science has been confirmed.

6 Arbitration

6.1 Any dispute between the parties concerning or arising out of this Agreement or its construction or effect, or concerning the rights, duties or liabilities of either of the parties should be referred to the Local Director of Health Education England, working across the Midlands who should confer with the HR Director, CARE Fertility. In default of agreement, the dispute should be referred to arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by an independent third party to be appointed by agreement, or in default of agreement by the President of the Chartered Institute of Arbitrators.

6.2 The arbitrator shall have the power to order specific performance of an obligation to be performed under this contract and will only be empowered to accept the submission of one or other of the parties as presented unless he can demonstrate that to do so would not be in the overall interests of the service.

7. Confidentiality and Data Security

7.1 The non-NHS Organisation, its employees and agents at all times shall keep confidential and secret and shall not disclose to any person (other than a person authorised by the Authority) all information and other matters acquired by the non-NHS Organisation in connection with the agreement.

7.2 The non-NHS Organisation acknowledges that the Authority is or may be subject to the Freedom of Information Act 2000 (FOIA) and may be required to disclose information about the agreement to ensure the compliance of the authority with the FOIA. The non-NHS Organisation notes and acknowledges the FOIA and both the respective Codes of Trust on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) as may be amended, updated or replaced from time to time. The non-NHS Organisation will act in accordance with the FOIA and these Codes of Trust (and any other applicable codes of Trust or guidance notified to the non-NHS Organisation from time to time) to the extent that they apply to the non-NHS Organisation's performance under the agreement.

The non-NHS Organisation agrees that the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Authority. Where the Authority is managing a request as referred to in this clause, the non-NHS Organisation shall cooperate with the Authority if it so requests and shall respond within five (5) working

days of any request by it for assistance in determining how to respond to a request for disclosure.

7.3 The non-NHS Organisation must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998 and must ensure the reliability of its staff who have access to the data.

7.4 The Parties acknowledge that the Authority is the Controller and the non-NHS Organisation is the Processor in respect of Personal Data Processed under this Agreement. Where applicable, the provisions of the Data Protection Protocol must be complied with by the Parties as a term of this Agreement. See Appendix Three: Data Protection Protocol.

8. Variation of the Agreement

8.1 Services will be provided in accordance with the conditions of this Agreement. Any conditions which add to, vary, modify, or are in any way in contradiction of these conditions, which one party may seek to impose, shall be excluded and not form part of the Agreement unless each of such conditions has been specifically agreed in writing by the other party. This includes amendments to Appendix 2.

9 Termination

9.1 The Agreement may be terminated forthwith if the Authority or the non-NHS Organisation should be formally dissolved or cease operations, provided that if either party has a successor body the obligation under this Agreement shall be transferred to such successor.

9.2 In addition to its rights under any other provision of the agreement, the Authority may terminate the agreement at any time by giving the non-NHS Organisation three month's written notice. Upon the expiration of the notice period the agreement shall terminate without prejudice to the rights of the parties accrued to the date of termination.

10 Equality and Diversity

10.1 The non-NHS Organisation shall not:

10.1.1 Discriminate directly or indirectly or by way of victimisation or harassment against any person on racial grounds within the meaning of the Race Relations Act 1976 (as amended) ("the 1976 Act") contrary to Part II (Discrimination in the Field of Employment) and/or Part III (Discrimination in Other Fields) of the 1976 Act; 10.1.2 Contravene Part IV (Other Unlawful Acts) of the 1976 Act.

Signed and dated

CARE Fertility Group.

Name

[Redacted]

Title

LABORATORY MANAGER

Signed

[Redacted]

Date

6.10.2020

Health Education England, Midlands

Name

[Redacted]

Title

Deputy Head Quality & Commissioning

Signed

[Redacted]

Date

7th October 2020

Appendix 1: Total Programme Funding

Finance Guidance: Total Programme Funding Start Date: 1st September 2020	
Activity Element	Cost (£)
Scientist Training Programme Salary Funding - Year 1 Funding for 1 Trainee (Direct Entry) 1 st September 2020- 31 st August 2021	
Calculated based on salary support rate for 12 months	
On-costs (24%)	
Scientist Training Programme Educational Training Support for Trainee expenses (i.e. student travel/accommodation expenses)	
Total amount of HEE Funding for Year 1	
Scientist Training Programme Salary Funding - Year 2 Funding for 1 Student (Direct Entry) 1 st September 2021- 31 st August 2022	
Calculated based on salary support rate for 12 months	
On-costs (24%)	
Scientist Training Programme Educational Training Support for Student expenses (i.e. student travel/accommodation expenses)	
Total amount of HEE Funding for Year 2	
Scientist Training Programme Salary Funding - Year 3 Funding for 1 Student (Direct Entry) 1 st September 2022- 31 st August 2023	
Calculated based on salary support rate for 12 months	
On-costs (24%)	
Scientist Training Programme Educational Training Support for Student expenses (i.e. student travel/accommodation expenses)	
Total amount of HEE Funding for Year 3	
Grand total of HEE Funding (September 2020- August 2023)	124,923.44

Appendix 2: Monthly Invoicing Schedule

STP Year (refer to Appendix 1)	STP Year Start	STP Year End	Total Amount (Annual) (£)	No. of Months	Amount to be Invoiced per month in equal payments (£)
1	01/09/2020	31/08/2021			
2	01/09/2021	31/08/2022			
3	01/09/2022	31/08/2023			

Appendix 3: Processing Personal Data and Data Subjects (Data Protection Protocol Form)

NB: Not applicable to this agreement as no Personal Data will be processed between the Authority and the non-NHS Organisation

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
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	

“Personal Data”, “Data Controller”, “Data Processor”, “Data Subject” and “Process” shall have the meanings as are defined in the Data Protection Legislation. Where it is agreed that the Customer shall be the Data Controller and the non-NHS Organisation shall be the Data Processor in respect of Personal Data Processed by the non-NHS Organisation on the Customer's behalf in providing the Services, the following obligations shall apply:

Part A Data protection

- 1.1 Where the non-NHS Organisation is Processing Personal Data under or in connection with this Contract, the parties shall comply with the Data Protection Protocol.
- 1.2 The non-NHS Organisation and the Authority 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 the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 1.3 Where, as a requirement of this agreement, the non-NHS organisation is Processing Personal Data relating to patients and/or service users as part of the Services, the non-NHS Organisation shall:
 - 1.3.1 complete and publish an annual information governance assessment using the NHS information governance toolkit;
 - 1.3.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
 - 1.3.3 nominate an information governance lead able to communicate with the non-NHS Organisation's board of directors or equivalent governance body, who will be responsible for information governance and from whom the non-NHS Organisations' 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;
 - 1.3.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;
 - 1.3.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - 1.3.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
 - 1.3.7 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;

- 1.3.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;
 - 1.3.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification; and
 - 1.3.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the non-NHS Organisation by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 1.4 Where any Personal Data is Processed by any sub-contractor of the non-NHS Organisation in connection with this Contract, the non-NHS Organisation shall procure that such sub-contractor shall comply with the relevant obligations set out in clause 1 of this Schedule 5, as if such sub-contractor were the non-NHS Organisation.
- 1.5 The non-NHS Organisation shall indemnify and keep the Authority indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the non-NHS Organisations' unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this contract.