

THIS AGREEMENT is made 5th December 2023

BETWEEN

- (1) **UNIVERSITY OF CENTRAL LANCASHIRE** whose address is at Preston PR1 2HE ("UCLan"); and
- (2) **HEALTH EDUCATION ENGLAND** whose registered address is at 3rd Floor, 3 Piccadilly Place, Manchester M1 3BN

(each a "Party" and together the "Parties")

BACKGROUND

Following their completion of an undergraduate degree, Medical Students progress to Foundation Training, undertaking the UK Foundation Programme (UKFPO). The UKFPO is jointly funded and governed by Health Education England (HEE) and the four UK Health Departments. Subject to the terms of this Agreement, HEE wishes to provide funding for certain of its Foundation trainees ("HEE Students") to undertake UCLan's modules, leading to a target award of **PGCert in Clinical Practice, Management and Education** ("the Course").

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 In this Agreement:

- 1.1.1 references to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- 1.1.2 headings are included for convenience only and shall not affect the construction of this Agreement;
- 1.1.3 the masculine includes the feminine and neuter, and the singular includes the plural (as the context shall admit or require); and

1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

2. **BASIS OF AGREEMENT**

- 2.1 This Agreement sets out the terms on which UCLan will deliver the Course for students funded by the HEE.
- 2.2 No variation of the terms of this Agreement shall be valid unless in writing and signed on behalf of both Parties by their respective duly authorised representatives.

3. **DELIVERY OF THE COURSE**

- 3.1 UCLan will deliver the Course in accordance with the following schedule:

Course: PGCert in Clinical Practice, Management and Education, consisting of the following modules:	Intake dates
MB4410: Professional Development through CPD (20 credits)	❖ September, ❖ January ❖ March
MB4135: Work Based Learning (40 credits)	❖ September, ❖ January ❖ March

- 3.4 Admission to the Course shall be subject to UCLan's admission policy and the entry requirements for the Course. For the avoidance of doubt, the decision whether to offer a place on the Course to a HEE Student is at UCLan's absolute discretion.
- 3.5 The Course shall be delivered entirely remotely.
- 3.6 HEE Students will be required to enrol and be registered as UCLan students and as such will be subject to UCLan's regulations and policies applicable to students, as amended from time to time.
- 3.7 The Course holds the following accreditation which will be awarded to any HEE Student following its successful completion:

Course/s	Accreditation
PGCert in Clinical Practice, Management and Education	60 credits

- 3.8 The content of the Course is determined by UCLan and is subject to change at UCLan's sole discretion. Any significant changes to the Course will be notified to HEE in advance.

4. **FEES**

- 4.1 Subject to clause 4.2 below, HEE agrees to pay [REDACTED] for each HEE Student per 20-credits for the first 20 HEE Students. If HEE provides 20 or more HEE Students on a module, then the Fee will be reduced to [REDACTED] for each HEE Student per 20-credits on that module. HEE shall pay UCLan in accordance with the following table of fees ("the Fees"). The total figure ("Minimum Fee") is based on the minimum student numbers detailed at 4.2 below:

	Modules	Fee per Student per 20-credits	Total students
1.	MB4410: Professional Development through CPD (20 credits)	[REDACTED]	[REDACTED]
2.	MB4135: Work Based Learning (40 credits)	[REDACTED]	[REDACTED]
	TOTAL		£20,250

- 4.2 For the avoidance of doubt, should HEE Student enrolments fail to meet the minimum of 10 (required number for course viability to UCLan), HEE shall pay the Minimum Fee of £20,250.
- 4.3 Notwithstanding clause 4.2, where UCLan has matched or exceeded student numbers of 10 or more by enrolling students from other organisations, and where HEE Students have failed to

reach the minimum of 10, UCLan shall deliver the Course as planned and shall not charge the Minimum Fee to HEE.

4.4 HEE shall pay all Fees payable under this Agreement within 30 days of the date of an invoice from UCLan.

4.5 UCLan shall submit an invoice for the Fees payable for each HEE Student on or after enrolment by such HEE Student.

5. **HEE OBLIGATIONS AND ACKNOWLEDGEMENTS**

5.1 HEE shall be responsible for determining who shall receive funding for the Course from HEE and, therefore, be a HEE Student for the purpose of this Agreement.

5.2 HEE acknowledges and agrees that it is not within UCLan's power either to compel or ensure attendance by any HEE Student for any tuition in respect of the Course or to prevent any HEE Student leaving the Course.

6. **INTELLECTUAL PROPERTY**

6.1 All intellectual property rights in connection with the Course are and shall remain the property of UCLan, and HEE shall not copy or otherwise make available any such materials without the prior written consent of UCLan.

6.2 The provisions of this clause 6 shall continue in effect after termination of this Agreement.

7. **LIABILITY**

7.1 UCLan shall use reasonable care and skill in delivering the Course/s but does not warrant or undertake that any HEE Student will complete the Course/s and obtain any qualification or credits to which the Course/s is intended to lead.

7.2 The following provisions set out UCLan's entire obligations to HEE (including any liability for the acts and/or omissions of its sub-contractors) arising out of or in connection with this Agreement, and HEE acknowledges that the fees payable by HEE under this Agreement have been calculated on the basis that such provisions will have full effect.

7.3 To the maximum extent possible all conditions and warranties on the part of UCLan which would otherwise be implied by statute, regulation or common law into this Agreement are excluded.

7.4 Without prejudice to any other limitation or exclusion of liability under this Agreement, the total liability of UCLan to HEE (save for that described in clause 7.6, which shall be unlimited) in respect of any one event, or series of connected events, shall not exceed £100,000 in the aggregate.

7.5 Subject to the provisions in clause 7.6 below, UCLan is not liable to HEE in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with this Agreement:

7.5.1 loss or damage incurred by HEE as a result of third party claims;

7.5.2 loss of actual or anticipated profits;

7.5.3 loss of business opportunity;

7.5.4 loss of anticipated savings;

7.5.5 loss of goodwill;

7.5.6 injury to reputation; or

- 7.5.7 any indirect, special or consequential loss or damage howsoever caused even if UCLan was advised of the possibility of them in advance.
- 7.6 Notwithstanding anything to the contrary in this Agreement, UCLan's liability to HEE shall not be limited where such liability may not be excluded or restricted by law.
- 7.7 The provisions of this clause 7 shall continue in effect notwithstanding termination of this Agreement for any reason.

8. **TERM AND TERMINATION**

- 8.1 This Agreement shall come into effect on the date it is signed by both Parties ("the Commencement Date") and subject to any earlier termination under this clause 8, shall continue in force for 5 years unless otherwise extended in accordance with clause 2.2. If this Agreement is entered into after the Commencement Date, it shall apply retrospectively to any activities carried out on or after such date.
- 8.2 Either Party may terminate this Agreement forthwith by notice to the other if:
- 8.2.1 the other Party commits a material breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy it within 28 days of notice requiring it to be remedied;
 - 8.2.2 the other Party has a receiver or administrative receiver appointed over any of its assets or enters administration or liquidation, or is dissolved, or ceases to trade.
 - 8.2.3 the other Party acts in a way which brings or is likely to bring the other Party into disrepute.
- 8.3 The Parties agree that in the event of termination of this Agreement (for whatever reason) if at such a time there are HEE Students who have not completed their modules or planned modules, UCLan shall use its best endeavours to ensure that such HEE Students are given the opportunity to complete those modules to complete the Course.
- 8.4 On termination of this Agreement, any indebtedness of HEE to UCLan shall become immediately due and payable and UCLan is relieved of any further obligation to deliver the Course under this Agreement.
- 8.4 Termination of this Agreement shall be without prejudice to any rights accrued prior to such termination. The clauses in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

9. **CONFIDENTIALITY**

- 9.1 Each Party shall keep confidential any and all confidential information that it may acquire in relation to the other Party. Neither party shall use the other Party's confidential information for any purpose other than to perform its obligations under this Agreement.
- 9.2 The obligations on a Party set out in clause 9.1 shall not apply to any information which:
- 9.2.1 is publicly available or becomes publicly available through no act or omission of that Party;
 - 9.2.2 a Party is required to disclose by order of a court of competent jurisdiction or to a competent authority; or
 - 9.2.3 is required to be disclosed pursuant to law.
- 9.3 The provisions of this clause 9 shall continue in effect notwithstanding termination of this Agreement for any reason.

10. NOTICES

- 10.1 Any notice in connection with the Agreement shall be in writing and may be delivered by hand or pre-paid first-class post addressed to the recipient at its address at the beginning of this Agreement, and notices to UCLan in respect of default shall be marked for the attention of the Contracts Manager, Office of the University Secretary and Legal Officer.
- 10.2 Notices shall be deemed to have been duly served:
- 10.2.1 if delivered by hand, when left at the proper address for service.
- 10.2.2 if given or made by prepaid first-class post, 48 hours after being posted (or in the case of airmail, 14 days after being posted) excluding days other than Business Days; provided that, where in the case of delivery by hand, such delivery occurs after 4.00 p.m. on a Business Day or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day. A "Business Day" is any day other than a Saturday, Sunday or bank or public holiday in England.

11. FORCE MAJEURE

- 11.1 UCLan shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event. In such circumstances UCLan shall be entitled to a reasonable extension of the time for performing such obligations.
- 11.2 For the purpose of this Agreement a "Force Majeure Event" means any circumstance beyond the reasonable control of the Parties including, but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages.

12. GENERAL

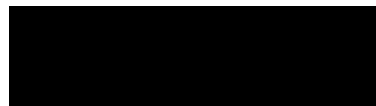
- 12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any third party any right to enforce any of its provisions.
- 12.2 UCLan shall be entitled to carry out its obligations under this Agreement through any agents or sub-contractors appointed by it for that purpose.
- 12.3 HEE may not assign, mortgage, charge or dispose of any of its rights under this Agreement, or subcontract or otherwise delegate and of its obligations under this Agreement without prior written consent from UCLan.
- 12.4 Nothing in this Agreement shall create, or be deemed to create, a partnership between the Parties.
- 12.5 This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties relating to its subject matter, provided that nothing in this Agreement shall operate to or purport to exclude any liability for fraud or fraudulent misrepresentation.
- 12.6 This Agreement may not be varied except by an instrument in writing signed on behalf of both Parties.
- 12.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-

provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 12.8 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this Agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart in accordance with this clause 12.9.
- 12.10 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and the English Courts shall have exclusive jurisdiction to settle any disputes which may arise from or in connection with this Agreement.

IN WITNESS whereof the parties have entered this Agreement on the day and year first above written.

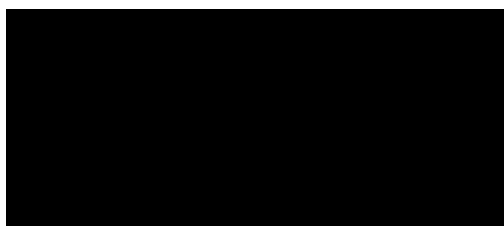
SIGNED by )



for and on behalf of

UNIVERSITY OF CENTRAL LANCASHIRE

Date: 7th December 2022)



SIGNED by

for and on behalf of

HEALTH EDUCATION ENGLAND

Date:



Deputy Postgraduate Dean

5th December 2022