

NHS Education Contract v1.1

**SCHEDULE FOUR PART B - Tri-Partite Agreement for Undergraduate Medical Education
(TPA-UGME)**

NHS Education Contract v1.1

Contents

1	Definitions and Interpretation	130
2	Commencement, duration and status of this TPA-UGME	135
3	Principles of the TPA-UGME	136
4	Function of the TPA-UGME	137
5	Tariff Payments	137
6	Funding	138
7	Education Provider Roles	138
8	Placement Provider Roles	140
9	HEE Roles	142
10	Education Provider Funding responsibilities	142
11	Placement Provider Funding responsibilities	144
12	Joint Education Provider and Placement Provider Funding responsibilities.	144
13	Locally Negotiated Arrangements	145
14	Regional Medical School Liaison Committee	145
15	Purpose of the Regional Medical School Liaison Committee	146
16	Objectivies of the Regional Medical School Liaison Committee.....	147
17	Local Medical School Liaison Committee.....	148
18	Suspension of the Services	148
19	Record Keeping	149
20	Notices	149
21	Dispute resolution.....	149
22	Conflicts of interest.....	150
23	Change Control Process for Changes	150
24	Variations to this Agreement.....	152
25	Termination.....	151
26	Consequence of expiry or termination	152
27	Governing law and jurisdiction	152

Annex 1 - Change Control Notification Form**Annex 2 - Funding**

NHS Education Contract v1.1

Purpose of this Schedule

This Schedule sets out the terms which shall apply if HEE and the Provider contract with (as the case may be) a Placement Provider or Education Provider (each a **Party** and together the **Parties**) to form a Tri-Partite Agreement for Undergraduate Medical Education (**TPA-UGME**). A TPA-UGME shall be formed by HEE, the Provider and (as the case may be) Placement Provider and Education Provider entering into a letter of coordination in the form prescribed by HEE (**Letter of Coordination**).

Background

- (a) This TPA-UGME shall be used where the Education Provider and the Placement Provider are being funded by HEE to provide undergraduate medical training.
- (b) This TPA-UGME governs the sharing of responsibilities in order to deliver undergraduate medical training, and sits alongside the Parties' respective NHS Education Contracts and any Placement Agreement entered into by the Education Provider and Placement Provider.
1.
- (c) This TPA-UGME is not to be used by undergraduate medical primary care providers for the year 2021 – 2022 or until primary care is included in the scope of the national tariff, whichever is the latter. At that point, the TPA-UGME shall be revised to recognise the distinction between primary and secondary care.
2.

20 Definitions and Interpretation

20.1 In this TPA-UGME, unless the context otherwise requires:

20.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Contract.

20.1.2 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

20.1.3 The headings in this TPA-UGME will not affect its interpretation.

20.1.4 Where either the Education Provider or the Placement Provider has entered into a Placement Agreement, the terms of this TPA-UGME shall prevail. If there is any conflict

NHS Education Contract v1.1

between the terms of this TPA-UGME and the terms of the NHS Education Contract, the terms of the NHS Education Contract will prevail.

20.1.5 References to paragraphs in the Guidance shall be replaced as necessary by updated references where the Guidance is updated or superseded.

20.2 In addition to the interpretation section of the NHS Education Contract within this TPA-UGME, the following terms shall have the following meanings:

Term	Meaning
Accountability Report	The annual UGME accountability report in the form prescribed by HEE from time to time.
Administrator	The person appointed by the Regional Medical School Liaison Committee to that function.
Central Government Body	A body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
Chair	The Deputy Medical Director (Undergraduate Education) of HEE.
Change	An amendment to any of the following: - Locally Negotiated Agreements - Funding arrangements - Changes to the delivery of the curricula or assessment which underpin Placements, in accordance with the Change Control Process.

NHS Education Contract v1.1

Term	Meaning
Change Control Note	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process.
Change Control Process	The change control process referred to in clause 23.
Devolved Funding	Funding that is delegated to the Education Provider to manage clinical Placements on HEE's behalf.
Education Provider	The contracted provider of certain education and training services who is signed up to provide tuition services pursuant to an NHS Education Contract, and is named in the parties section above.
Education Provider Staff	Staff employed or engaged by the Education Provider.
Elective	A required clinical Placement with a large degree of Learner choice that may be organised by the Learner. An Elective may be completed in the UK or abroad.
Exposure Prone Procedures	Invasive procedures where there is a risk that injury to a member of Staff may result in the exposure of the patient's open tissues to the blood of the member of Staff.
Governing Documents	The constitution, standing financial instructions, scheme of delegation, and/or other document overseeing the governance of a Party.
Guidance	The Education and Training Tariff guidance published by the Department of Health and Social Care (as may be updated and/or superseded from time to time and which may be published in future by the Department of Health and Social Care or HEE).
Local Medical School Liaison Committee	An operational group established in accordance with clause 17 of this TPA-UGME to facilitate collaboration and sharing of best practice between HEE, medical schools and local education providers in accordance with its terms of reference published by HEE from time to time.

NHS Education Contract v1.1

Term	Meaning
Locally Negotiated Arrangements	Arrangements that have been negotiated between the Parties on a local level and which are related to local flexibilities allowed for within Annex B of the Guidance.
Long Term Plan	The NHS long term plan published on 7 January 2019 (and as may be updated from time to time).
National Medical School Liaison Committee	The strategic level group within HEE that will seek to ensure consistency, transparency and the alignment of best practice in monitoring the quality of the learning environment and in UGME financial models across the Regions in accordance with its terms of reference published by HEE from time to time.
National Variation	A variation mandated by HEE to incorporate changes to Applicable Laws and/or Guidance as they may affect this contract and notified to the Parties by whatever means HEE may consider appropriate.
NHS Education Contract	The contracts entered into on or around the date of this agreement between the Placement Provider and HEE, and the Education Provider and HEE respectively.
Out of Tariff	Refers to separate HEE investment to medical schools that is outside of the Tariff Payment.
Placement	Any arrangement in which a Learner spends a block of time engaged in clinical learning in an environment that provides healthcare or related service to patients or the public as part of a Programme. Clinical Placements take place primarily in a primary, secondary, or social care setting, but may also take place in charities, hospices and other non-NHS organisations including voluntary and independent sector organisations. Clinical Placements often encompass active involvement in patient care, but they can also be classroom based to enable the required clinical Placement learning or observing health or social care processes.

NHS Education Contract v1.1

Term	Meaning
Placement Agreement	An agreement between an Education Provider and a Placement Provider which contains specific detail relating to Placement activities and the roles and responsibilities of the Education Provider and the Placement Provider respectively. The Placement Agreement will be developed and agreed by the Education Provider and the Placement Provider. It may be in the standard template format made available by HEE in the NHS Education Contract or another format.
Placement Provider	The organisation that provides practice clinical Placements pursuant to an NHS Education Contract, and is named in the parties section above.
Placement Provider Staff	Staff employed or engaged by the Placement Provider.
Region	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.
Regional Medical School Liaison Committee	A strategic group established in each of the Regions in accordance with clause 14 of this TPA-UGME to facilitate collaboration and sharing of best practice between HEE, medical schools and local education providers in accordance with its terms of reference published by HEE from time to time.
Representative Member	A member of a Regional Medical School Liaison Committee.
Services	The services provided or to be provided under Schedule 1 (Provider Services) of the respective Education Provider's and Placement Provider's NHS Education Contract.

NHS Education Contract v1.1

Term	Meaning
Suspension Event	the occurrence of any of the following: a) HEE and/or any Regulator having reasonable grounds to believe that the Provider is or may be in breach of Applicable Laws and/or Guidance, or in material breach of the Quality and Performance Requirements or regulatory compliance standards issued by a Regulator; or b) HEE and/or any Regulator having reasonable and material concerns as to the continuity, quality or outcomes of any Service, or for the health and safety of any Service User and/or Learner; or c) the Provider receiving a Contract Performance Notice in respect of a Service within 12 months after having agreed to implement a Remedial Action Plan in respect of the same issue with that Service; or) HEE, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or d) an Exception Report being issued under clause 26 of the NHS Education Contract and the Provider's Governing Body failing to procure the rectification of the relevant breach of the Remedial Action Plan within the timescales indicated in that Exception Report; or e) the Placement Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or Monitor's Licence.
Tariff Payment	A medical undergraduate tariff payment as specified in the Guidance.
UGME	Undergraduate medical education.

21 Commencement, duration and status of this TPA-UGME

- 21.1 This TPA-UGME comes into effect on the date that it is executed by all of the Parties, and, unless terminated earlier, will expire on the expiry or earlier termination of either of the NHS Education Contract entered into between HEE and Education Provider and/or the NHS Education Contract entered into between HEE and the Placement Provider, whichever is the earlier (the **"Term"**).
- 21.2 If there is a National Variation to the NHS Education Contract, the Parties agree that this TPA-UGME will, to the extent necessary, be read and construed by the Parties as including any and all variations as may be necessary to make this TPA-UGME consistent with the NHS Education Contract (as varied).

NHS Education Contract v1.1

22 Principles of the TPA-UGME

- 22.1 In consideration of performing their respective obligations under this TPA-UGME and the NHS Education Contract, the Parties must in performing such obligations:
- 22.1.1 at all times work collaboratively with each other;
 - 22.1.2 act in a timely manner;
 - 22.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 22.1.4 at all times, observe relevant statutory powers, the Guidance, and best practice to ensure compliance with Applicable Laws and standards including those governing procurement, data protection and freedom of information; and
 - 22.1.5 have regard to the needs and views of all of the Parties, and as far as is reasonably practicable take such needs and views into account.
- 22.2 The Parties acknowledge that the Education Provider and Placement Provider act on their own behalfs when providing the Services, and when performing other obligations as required by this TPA-UGME. The Education Provider and Placement Provider do not act as agents of HEE, or on behalf of HEE, when providing the Services, or when undertaking other activities in performance of their obligations under this TPA-UGME and the NHS Education Contract.
- 22.3 The Parties acknowledge that the Education Provider Staff and the Placement Provider Staff do not act as agents of HEE, or on behalf of HEE, at any point when carrying out the Services.
- 22.4 The Education Provider and Placement Provider shall identify and appoint sufficient Staff to ensure that the Services are provided in all respects and at all times in accordance with this TPA-UGME.
- 22.5 The Education Provider and Placement Provider shall be entirely responsible for the engagement or employment of Education Provider Staff and Placement Provider Staff and the terms and conditions of service of all Education Provider Staff and Placement Provider Staff including, without limitation, the payment of all remuneration and benefits to Education Provider Staff and Placement Provider Staff. The Education Provider and Placement Provider shall bear all liability, without limitation, for the actions of their Staff.
- 22.6 It is further agreed that the Education Provider and Placement Provider may enter into a Placement Agreement which shall set out further arrangements between them.
- 22.7 The Parties agree to keep Confidential Information confidential (as defined in the NHS Education Contract) and in accordance with clause 34 (Confidentiality) of the NHS Education Contract, however for the purpose of this TPA-UGME, the Parties may share Confidential Information between them and any such sharing will not be deemed to be a breach of the NHS Education Contract. For the purpose of this clause 3.7, such Confidential Information shall include personal data as defined in the Data Protection Legislation and the Parties agree that they will continue to

NHS Education Contract v1.1

comply with their respective obligations under the terms of clause 33 (Data protection) and Schedule 5 (Processing, Personal Data and Data Subjects) of the NHS Education Contract.

- 22.8 The Parties shall each identify and rely upon one or more lawful bases for the sharing of personal data as defined in the Data Protection Legislation for the purpose of complying with clause 3.7 above.
- 22.9 The Parties agree that they will continue to comply with their respective obligations under the terms of clause 20 (Exchange of Information between HEE and Provider), Schedule 6 (Exchange of Information between HEE and the Provider), and clause 32 (FOIA) of the NHS Education Contract.

23 Functions of the TPA-UGME

- 23.1 The function of this TPA-UGME is to ensure the Parties act collaboratively in the planning, securing and monitoring of the Services, and in particular, with respect to each of their NHS Education Contracts, to:
- 23.1.1 plan Services to meet Learner needs of the local population in the Region in accordance with the Parties' respective intentions and ambitions;
 - 23.1.2 provide the range of Services as detailed in Schedule 1 of the NHS Education Contract;
 - 23.1.3 fulfil the requirements of paragraph 16 of Annex B of the Guidance, through:
 - 23.1.3.1 the joint sharing of information (already collated to meet GMC standards) about clinical Placement site delivery of educational requirements in respect of undergraduate Placements;
 - 23.1.3.2 transparency of usage of clinical Placement Funding; and
 - 23.1.3.3 regular discussion between the Parties on the quality of the Learning Environments and the achievement by Learners of the required outcomes.
- 23.2 In accordance with paragraph 2.17 of the Guidance, Education Providers and Placement Providers shall ensure that all aspects of clinical Placement provision are discussed and agreed with HEE to ensure that clinical training is deliverable within the resources available. HEE will ultimately need to review and agree any proposed Locally Negotiated Arrangements to ensure consistency and equity in the access to additional Funding across the Regions. Where the Education Provider or Placement Provider has concerns relating to Funding they will raise them with HEE and HEE may adjust Funding as appropriate in accordance with the terms of the NHS Education Contract it holds with the Education Provider or Placement Provider, as the case may be.

24 Tariff Payments

- 24.1 A clinical Placement in England that attracts a Tariff Payment must meet each of the following criteria (in accordance with paragraph 2.11 of the Guidance):
- 24.1.1 be a recognised part of the education and training curriculum for the course and approved by the HEI and the relevant Regulator, as appropriate;

NHS Education Contract v1.1

- 24.1.2 meet the quality standards of the Regulator and HEE;
- 24.1.3 be direct clinical training which meets the definition of a clinical Placement;
- 24.1.4 have the appropriate clinical and mentoring support as defined by the relevant Regulator;
and
- 24.1.5 is not workplace shadowing.
- 24.2 In accordance with paragraph 2.12 of the Guidance, any time spent by Learners at a Placement Provider which does not meet the criteria set out in clause 5.1 above will not be covered by a Tariff Payment. The funding for this activity should be determined as a Locally Negotiated Arrangement by the Placement Provider and HEE.
- 24.3 In accordance with paragraph 2.34 of the Guidance, a medical undergraduate clinical Placement tariff is only applicable to Learners who are included within the Office for Students (“OfS”) approved relevant intake control target of medical school places (where published).

25 Funding

- 25.1 HEE will be responsible for identifying and implementing the most appropriate Funding routes for payments to the Placement Provider and/or the Education Provider provided that it is anticipated that the NHS Education Contract will ordinarily be the appropriate Funding route. HEE has the flexibility to agree (where appropriate) different Funding routes with the Parties.
- 25.2 In accordance with paragraph 9 of Annex B of the Guidance, it is the type of activity, rather than the location of training or which Party is delivering it that is relevant in deciding on the most appropriate funding source for the placement of Learners.
- 25.3 Additional provisions relating to Funding are set out in Annex 2 (Funding).

26 Education Provider Roles

- 26.1 In addition to its responsibilities under the NHS Education Contract, the Education Provider is responsible for the following roles during the Term of this TPA-UGME in accordance with the Education Provider’s functions:
 - 26.1.1 the Education Provider has a statutory requirement to the Regulator (in this case, the GMC) to assure that each clinical Placement meets the outcomes and standards required by the Regulator (as may be revised and or superseded from time to time by the Regulator). The Education Provider shall have systems and processes in place to monitor the quality of teaching and facilities for all clinical Placements. In accordance with the requirements of the Regulator, the Education Provider may remove a Learner from a clinical Placement if the Education Provider has concerns about the quality of a clinical Placement (liaising with HEE as appropriate), provided that the Education Provider notifies HEE of such removal (where possible in advance of such removal);
 - 26.1.2 ensure that all Learners being awarded UK primary medical qualifications have met the outcomes referred to in clause 7.1.1 above;

NHS Education Contract v1.1

- 26.1.3 ensure that it meets the regulatory requirements of the OfS (including staying within the relevant intake of Learner numbers, whether the Learner is based at home or overseas);
- 26.1.4 designing curricula and associated assessments in accordance with:
 - 26.1.4.1 The Medical Act 1983 and all Applicable Law;
 - 26.1.4.2 Outcomes for Graduates 2018, published by the GMC and as may be updated or superseded from time to time;
 - 26.1.4.3 GMC (2016) Promoting excellence: standards for medical education and training, published by the GMC and as may be updated or superseded from time to time; and
 - 26.1.4.4 Quality Assurance Agency (“QAA”) standards and quality in higher education published by the QAA and as may be updated or superseded from time to time;
- 26.1.5 managing the delivery of the approved curricula including specifying defined learning outcomes and assessment criteria;
- 26.1.6 providing a clear and robust fitness to practise policy and process that meets GMC requirements;
- 26.1.7 protecting Service Users whilst on Education Provider premises and taking appropriate steps to minimise any risk of harm to anyone consequential to the teaching of Learners in accordance with the GMC guidance entitled ‘Promoting Excellence’;
- 26.1.8 acting as a main focus for strategic, administrative and management functions in delivering the undergraduate medical Programmes, including clinical Placement planning, liaison and management;
- 26.1.9 ensuring and providing assurance that Education Provider Staff and all involved in the teaching and supervision of Learners receive all appropriate training, including equality and diversity training to ensure they are aware of their responsibilities. If the Parties agree, where Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider;
- 26.1.10 managing and enhancing the quality of Programmes;
- 26.1.11 monitoring the effectiveness and quality of academic and clinical teaching and facilities for clinical Placements in accordance with all applicable regulatory and quality requirements including without limitation GMC regulatory requirements and the requirements under their NHS Education Contract;
- 26.1.12 selecting Learners for admission to Programmes in line with current best evidence and practice For example, using recommendations such as set out in the Selecting for

NHS Education Contract v1.1

Excellence Final Report <https://www.medschools.ac.uk/media/1203/selecting-for-excellence-final-report.pdf>;

26.1.13 providing information, support and guidance to Learners including:

26.1.13.1 academic support; and

26.1.13.2 welfare and general support (including, for example careers guidance and to provide information on who to contact during clinical Placements should Learners experience harassment of any kind).

26.1.14 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour;

26.1.15 providing support and opportunities for all Parties to engage in curriculum development, review and revalidation of the undergraduate medical course at meetings of the Regional Medical School Liaison Committee in accordance with the objectives of the Regional Medical School Liaison Committee set out in clause 14 and via meetings of the Local Medical School Liaison Committee;

26.1.16 collecting and analysing a range of data including data on equality and diversity in line with the requirements of the Data Protection Legislation;

26.1.17 managing any Devolved Funding for the delivery of clinical Placements in general practice and the private, independent and voluntary sectors and any Out of Tariff investment, according to the model relating to delegations and payments regarding Funding as determined by HEE and the Education Provider pursuant to relevant governance processes.

26.1.18 assuring HEE on the use of any Devolved Funding for delivery of clinical Placements in general practice and the private, independent and voluntary sectors and any Out of Tariff investment for the intended purposes;

26.1.19 having appropriate systems and processes in place to supply information to HEE to support education commissioning and financial planning that includes completion of the clinical Placement activity returns and in accordance with Schedule 7 (Exchange of information between HEE and the Provider) of the NHS Education Contract; and

26.1.20 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment.

27 Placement Provider Roles

27.1 In addition to its responsibilities under the NHS Education Contract, the Placement Provider is responsible for the following roles during the Term of this TPA-UGME:

NHS Education Contract v1.1

- 27.1.1 to meet the management and delivery of medical education and training requirements set out in the guidance 'Promoting excellence: standards for medical education and training' published by the GMC and as may be updated or superseded from time to time;
- 27.1.2 making available Placement Provider Staff and practical support needed to deliver the teaching and assessment of clinical parts of the curriculum of the Education Provider in an appropriate environment;
- 27.1.3 supporting and working together with the Education Provider to comply with the requirements set out within Outcomes for Graduates (GMC) 2018;
- 27.1.4 supporting and working together with the Education Provider to assist the Education Provider in meeting its quality assurance requirements and standards of the Regulator (in this case, the GMC);
- 27.1.5 ensuring that Placement Provider Staff undertaking designated undergraduate medical teaching and assessment roles have sufficient protected time in their job plans to carry out teaching and assessment;
- 27.1.6 releasing Placement Provider Staff to complete the training needed to be recognised teachers and to take part in professional development and quality assurance activities;
- 27.1.7 ensuring that Placement Provider Staff involved in the teaching of Learners receive all appropriate training, including equality and diversity training and are aware of their responsibilities and the issues that need to be considered when undertaking their roles in undergraduate medical education. If the Parties agree, where Placement Provider Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider;
- 27.1.8 enhancing curriculum development by facilitating and encouraging the engagement of appropriate Placement Provider Staff in the teaching of Learners;
- 27.1.9 to work with the Education Provider to support Learners with disability and/or specific learning needs and implement reasonable adjustments within the bounds of capability and in accordance with current legislation;
- 27.1.10 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment; and
- 27.1.11 protecting Service Users whilst on Placement Provider premises and taking appropriate steps to minimise any risk of harm to anyone consequential to the teaching of Learners in accordance with the GMC guidance entitled 'Promoting Excellence'.

NHS Education Contract v1.1

28 HEE Roles

28.1 In addition to its responsibilities under the NHS Education Contract, HEE is responsible for the following roles during the Term of this TPA-UGME:

- 28.1.1 ensuring that the NHS medical workforce has the right skills, behaviours, and training and is available in the right numbers to support the delivery of excellent healthcare;
- 28.1.2 implementing national policy relating to undergraduate medical education and training, including informing and developing the refinement of the Guidance (as may be updated or superseded from time to time);
- 28.1.3 properly following and implementing the medical undergraduate tariff as set out in the Guidance (as may be updated or superseded from time to time);
- 28.1.4 assuring the use of medical undergraduate tariff, any Devolved Funding in accordance with the NHS Education Contract, and any separate HEE Out of Tariff investment that are allocated to the Education Provider and the Placement Provider;
- 28.1.5 ensuring that clinical Placement learning environments meet the requirements of HEE's Quality Framework in accordance with the Quality and Performance Requirements set out in Schedule 3 of the NHS Education Contract;
- 28.1.6 supporting the transition of medical graduates into foundation training Programmes; and
- 28.1.7 ensuring active engagement and relationship management with the Education Provider and the Placement Provider that fosters close partnership working and facilitates integration with local healthcare systems.

29 Education Provider Funding responsibilities

29.1 The Education Provider will be responsible for funding the following corporate functions:

- 29.1.1 HR / Recruitment: which shall include the preparation of job descriptions, preparing, issuing and managing job advertisements, job interviews, and the appointment and induction of academic Education Provider Staff and defined academic lead roles who shall be responsible for delivery for such activities within the Education Provider or on their behalf within Placement Providers.
- 29.1.2 Finance: insofar as this relates to university funding and university finance administration. Funding and payments to clinical teachers outside the Placement Provider are generated by locality teams.
- 29.1.3 Staff Development – Academic: essential activity which includes the induction of Education Provider Staff and the training and professional development of clinical teachers who shall be responsible for delivery for such activities within the Education Provider.
- 29.1.4 Marketing and PR in relation to the undergraduate medical course.

NHS Education Contract v1.1

29.1.5 Selection of Learners for admission to the undergraduate medical course.

29.1.6 Quality and Standards of education: internal and external (i.e. GMC/Universities/QAA) quality assurance functions. This function relates to university quality assurance, and also includes peer review and observation of clinical teachers. Where the Education Provider identifies any issue (as required under clause 25 and Schedule 3 of the NHS Education Contract) relating to the quality of the clinical Placement learning environments, the Education Provider shall promptly notify HEE in writing of any such concerns in the first instance.

29.1.7 Registry services: the enrolment and documentation of Learner progress towards graduation. Clinical elements of this function includes the investigation of complaints and Fitness to Practice procedures (mostly dealt with by Sub Deans and Associate Deans).

29.1.8 Education Provider Staff DBS checks: to be undertaken at the point of recruitment in respect of those who are directly employed by the Education Provider.

29.1.9 Assessment: the collation and review of Learner assessment results.

29.1.10 Widening participation: the process of expanding access to medicine to suitable candidates who would not otherwise apply to become Learners due to socio-economic reasons.

29.1.11 IT Services: university IT systems including email and other infrastructure systems.

29.1.12 E-learning: the development and maintenance of technology-assisted learning, encompassing current methods such as telematics and virtual learning, as well as emergent related technologies that facilitate learning. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

29.1.13 Library – university: libraries are to be maintained at each campus.

29.2 The Education Provider will be responsible for funding the following student services:

29.2.1 Student Support, including DBS: dealing with student disabilities, financial hardship etc. and arranging pastoral support of students. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

29.2.2 Student Counselling: student counselling services are to be made available through university services. Learners also have access to NHS counselling and chaplaincy services. Therapeutic counselling is to be provided for a limited period (such period to be agreed between the Parties) for Learners who have been referred to it by occupational health. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

29.2.3 Prizes and awards: the Education Provider is to arrange and provide for Learner prizes and provide limited support for Learners to undertake approved activities. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

NHS Education Contract v1.1

29.2.4 Student Occupational Health: all Learners working with Service Users are to be vaccinated and checked for blood borne viruses e.g. HIV, hepatitis B before they are involved with Exposure Prone Procedures to Service Users. Provide specialised advice as to whether Learners with health problems are a risk to Service Users or themselves. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

29.2.5 Careers Advice: provided in close contact with HEE, this service helps Learners find the right speciality. A requirement of the GMC, it also helps reduce problems later in their training and working lives. The Parties may agree in writing Locally Negotiated Arrangements where appropriate.

29.3 The Education Provider will be responsible for funding the following teaching and learning services:

29.3.1 Academic teaching: provision of academic content (on the relevant medical Programme) and training.

29.4 The Education Provider will be responsible for funding the following roles and posts:

29.4.1 Academic roles.

30 Placement Provider Funding responsibilities

30.1 The Placement Provider will be responsible for funding the following corporate functions:

30.1.1 Library – Hospital: libraries are maintained at all hospital sites – and this function includes Learner use.

30.2 The Placement Provider will be responsible for funding the following teaching and learning services:

30.2.1 Clinical Training in clinical setting: clinical practice content that needs to be undertaken in the clinical environment.

30.3 The Placement Provider will be responsible for funding the following roles and posts:

30.3.1 Clinical roles: clinical Placement leadership teaching and administrative roles.

31 Joint Education Provider and Placement Provider Funding responsibilities

31.1 The following corporate function funding responsibilities are between the Education Provider and the Placement Provider:

31.1.1 Education Provider Staff and Placement Provider Staff development – clinical: clinical teaching CPD e.g. Academy of Medical Educators.

31.1.2 Accommodation and Travel and Committee Management: the provision of detailed breakdowns of relative contributions available. Room bookings, note taking, typing up minutes and following through actions. For some roles this will impact on Education Provider Staff and Placement Provider Staff who are actively involved in curriculum development.

NHS Education Contract v1.1

32 Locally Negotiated Arrangements

32.1 Any proposals made by the Parties in relation to any Locally Negotiated Arrangements identified in clauses 10-12 above or clause 13.2 below shall be agreed between the Parties.

32.2 The following teaching and learning funding responsibilities shall be Locally Negotiated Arrangements:

32.2.1 Equipment: funding for equipment required to deliver education and training.

32.2.2 Objective Structural Clinical Examinations: examiners are largely NHS clinicians. All examiners shall require training beforehand to maintain a fair and reasonable quality standard. Exams may take place in Education Providers, Placement Providers or on neutral territory e.g. a hired conference facility.

32.2.3 Electives: the Elective period is a Learner selected period of training. Some Learners go abroad (for the avoidance of doubt, if a Learner goes abroad this is to be self-funded). Currently a proportion arrange local Electives in the NHS but there is currently no payment to Placement Providers for this. There is a small number of Learners who go to other medical schools in the UK or abroad.

33 Regional Medical School Liaison Committee

33.1 Each Party must:

33.1.1 appoint one of its Representative Members to give and receive notices and other communications for the purposes of the Regional Medical School Liaison Committee;

33.1.2 appoint its Representative Member(s) to the Regional Medical School Liaison Committee in accordance with clause 14.3 below; and

33.1.3 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Regional Medical School Liaison Committee.

Regional Medical School Liaison Committee membership

33.2 The Regional Medical School Liaison Committee is an arrangement established by agreement of the Parties as the focus for discussion of matters relating to this TPA-UGME and the pursuit of the objectives and performance of the function of this TPA-UGME.

33.3 The membership of the Regional Medical School Liaison Committee will contain the following Representative Members from each Party:

HEE	Education Provider	Placement Provider
Deputy Medical Director (Undergraduate Education);	Representatives from the medical schools in the Region:	Representatives from NHS Trusts and/or NHS Foundation Trusts in the Region, such representatives to be a:

NHS Education Contract v1.1

• Senior Education Commissioner Undergraduate Medicine and Dental; • Regional Postgraduate Dean; • Regional Head of Finance; and • Regional Director (optional).	• Vice/Pro Dean or Head of MBChB course; and • UG Primary Care Head of Teaching; • Finance Director.	• CEO or • Finance director; • Medical Director; • UG Primary Care Head of Teaching.
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- 33.4 The period of the appointment of each Representative Member of the Regional Medical School Liaison Committee will be decided by the Party appointing that representative.

Meetings

- 33.5 In accordance with the terms of reference for the Regional Medical School Liaison Committee meetings of the Regional Medical School Liaison Committee will be:
- 33.5.1 held twice annually, or as otherwise agreed by the Parties from time to time;
- 33.5.2 held face-to-face or as otherwise agreed by the Parties from time to time; and
- 33.5.3 convened by the Administrator who will set dates for the year in advance and issue agenda papers 2 weeks prior to the meeting by e-mail to each Representative Member.
- 33.6 Nominated deputies shall be agreed with the Chair.
- 33.7 The quorum for conducting a meeting of the Regional Medical School Liaison Committee is the attendance of at least one representative of each of the Parties as set out in the table in clause 14.3.

34 Purpose of the Regional Medical School Liaison Committee

- 34.1 In accordance with the terms of reference for the Regional Medical School Liaison Committee, the purpose of the Regional Medical School Liaison Committee is to:
- 34.1.1 facilitate collaboration and sharing of best practice between the Representative Members;
- 34.1.2 seek to ensure consistency, transparency, and the alignment of best practice in monitoring the quality of the Learning Environment and in financial models across all seven (7) HEE Regions; and
- 34.1.3 consider any innovative proposals for use of NHS Tariff.

NHS Education Contract v1.1

35 Objectives of the Regional Medical School Liaison Committee

35.1 In accordance with the terms of reference for the Regional Medical School Liaison Committees, the objectives of the Regional Medical School Liaison Committee is to:

35.1.1 provide a partnership forum for the collective discussion and agreement of the financial elements of support for medical undergraduate clinical teaching including tariff and non-tariff components;

35.1.2 provide a forum for the collective planning and allocation of available funds to support a balance of clinical teaching and activity across the full range of suitable clinical Placements within community and hospital settings;

35.1.3 to review all quality management and related data from undergraduate and postgraduate sources and thus facilitate continued improvement in the delivery of a high- quality Learning Environment and appropriate allocation of resources;

35.1.4 to oversee appropriate implementation of the NHS Education Contract, the Long Term Plan and relevant components of the HEE mandate to ensure appropriate and transparent use of the tariff to deliver high quality undergraduate medical clinical Placements;

35.1.5 to support and spread innovation and best practice across the continuum of medical education and training, including widening participation, access for medical and dental Learners and delivery of innovation in course delivery and curriculum;

35.1.6 to support to aims of the medical undergraduate expansion as set out in the Long Term Plan ensuring geographical equity to support challenged healthcare economies;

35.1.7 to report to the National Medical School Liaison Committee and to the HEE board; and

35.1.8 to liaise with the Local Workforce Advisory Board on appropriate issues of medical workforce.

35.2 In accordance with the terms of Guidance, the Regional Medical School Liaison Committees shall meet to discuss and agree the following:

35.2.1 The discussing of the Education Provider's defined Learner outcomes for each clinical Placement and how the Representative Members can facilitate Learners meeting those objectives, in accordance with paragraph 16 and point 4, paragraph 17 of Annex B of the Guidance;

35.2.2 any Changes to the delivery of curricula or assessment which have an impact on clinical Placement capacity to ensure that it is deliverable within the resources available, in accordance with point 5, paragraph 17 of Annex B of the Guidance;

35.2.3 ensuring that adequate resources are available to facilitate each clinical Placement, in accordance with point 5, paragraph 17 of Annex B of the Guidance;

NHS Education Contract v1.1

35.2.4 ensuring each Representative Member has access to information on arrangements governed by this TPA-UGME, and in particular, on the Funding allocated to Placements, in accordance with point 6, paragraph 17 of Annex B of the Guidance; and

35.2.5 usage of Funding and the quality of the clinical Placement learning environment and the achievement by Learners of the required outcomes, in accordance with paragraph 16 of Annex B of the Guidance.

- 35.3 The Regional Medical School Liaison Committee does not have delegated responsibility to make decisions that bind the Parties, and accordingly the Regional Medical School Liaison Committee does not itself make binding decisions on behalf of the Parties in relation to their respective functions.
- 35.4 The Regional Medical School Liaison Committee may make recommendations to the Parties, which each Party may adopt in accordance with its own Governing Documents, and a recommendation of the Regional Medical School Liaison Committee will only be binding on a Party to the extent it is accepted by that Party.
- 35.5 Where a consensus is not reached regarding a recommendation in accordance with clause 16.4, HEE's Senior Responsible Officer (Undergraduate Education) may have a casting vote.
- 35.6 Any recommendations of the Regional Medical School Liaison Committee, whether arrived at by consensus or by casting vote in accordance with clause 16.5 above, will be communicated to each Party by its representative, and each Party will take its own decision in respect of the recommendation.

36 Local Medical School Liaison Committee

- 36.1 Each Party must:
- 36.1.1 appoint a member of its Staff to represent it at meetings of the Local Medical School Liaison Committee and to give and receive notices and other communications for the purposes of the Local Medical School Liaison Committee; and
- 36.1.2 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Local Medical School Liaison Committee;
- 36.2 Operational decisions relating to a single organisation that have no impact on other organisations may be decided at meetings of the Local Medical School Liaison Committee. Such meetings and decisions shall be made in accordance with the terms of reference of the Local Medical School Liaison Committee (published by HEE and as may be updated or superseded from time to time).

37 Suspension of the Services

- 37.1 If a Suspension Event occurs and HEE reasonably believes that it is necessary to suspend any Service in accordance with the NHS Education Contract with immediate effect, HEE will notify the relevant Parties and the Parties agree that HEE may take such immediate action in respect of any affected Service as HEE considers necessary, provided that HEE must promptly report the

NHS Education Contract v1.1

circumstances of the suspension to all affected Parties, and any affected Party may call a meeting of the Regional Medical School Liaison Committee under clause 14.5 to discuss the suspension of the affected Service and to agree any further measures in respect of the Services.

38 Record keeping

- 38.1 HEE (or, if the Parties agree, another Party) will keep notes of all proceedings and agreements of the Regional Medical School Liaison Committee and must circulate copies to all Parties (whether or not present or represented at the relevant meeting) by e-mail as soon as reasonably practicable.
- 38.2 Subject to clause 19.3, the Parties acknowledge that records of the Regional Medical School Liaison Committee, as well as information relating to the NHS Education Contract and Services circulated within the Regional Medical School Liaison Committee, are confidential, and each Party must treat such records and information as it would its own confidential information.
- 38.3 Each Party may share the information referred to in clause 19.2 on a confidential basis with its employees and/or any other Central Government Body on the basis that it informs its employees and/or such Central Government Body of the confidential nature of the information before it is disclosed.
- 38.4 Where the Placement Provider is an NHS Trust or NHS Foundation Trust, the Placement Provider shall provide an annual Accountability Report to a named individual at HEE (and HEE shall notify the relevant Placement Provider of such individual from time to time).
- 38.5 The Education Provider shall provide an annual Accountability Report to a named individual at HEE (and HEE shall notify the relevant Education Provider of such individual from time to time).

39 Notices

- 39.1 Any notices given under this Agreement must be in writing and must be served by hand or post, to the address for the relevant Party set out at the beginning of this Agreement, or by e-mail to the address provided by the Parties to each other from time to time.
- 39.2 Notices:
 - 39.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;
 - 39.2.2 by hand will be effective upon delivery;
 - 39.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

40 Dispute resolution

- 40.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis within the Forum.

NHS Education Contract v1.1

- 40.2 Where any dispute is not resolved under clause on an informal basis, the Parties shall follow the procedure set out at clause 61 (Multi-tiered dispute resolution procedure) of the NHS Education Contract.

41 Conflicts of interest

- 41.1 Each Representative Member of the Regional Medical School Liaison Committee must abide by all policies of its appointing Party in relation to conflicts of interest.
- 41.2 The Parties shall follow the procedure set out in clause 58 (Conflicts of Interest) of the NHS Education Contract for dealing with any actual, potential, or perceived conflict of interest.

42 Change Control Process for Changes

- 42.1 A Change may be proposed in writing to the Chair by either:
- 42.1.1 the Regional Medical School Liaison Committee; or
 - 42.1.2 the Local Medical School Liaison Committee.
- 42.2 Where a written request for a Change is proposed in accordance with clause 23.1, the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) to the Chair three (3) weeks of the date of the request.
- 42.3 The Parties to this Agreement, the relevant Regional Medical School Liaison Committee, and the Chair shall meet within four (4) weeks following the submission of the Change Control Note in accordance with clause 23.2 to discuss the proposed Change.
- 42.4 Each Change Control Note shall contain:
- 42.4.1 the title of the Change;
 - 42.4.2 the originator and date of the request or recommendation for the Change;
 - 42.4.3 the reason for the Change;
 - 42.4.4 full details of the Change, including any specifications;
 - 42.4.5 the price, if any, of the Change;
 - 42.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
 - 42.4.7 a schedule of Funding if appropriate;
 - 42.4.8 details of the likely impact, if any, of the Change on other aspects of this Agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;

NHS Education Contract v1.1

- (iii) the Funding;
- (iv) the training to be provided;
- (v) working arrangements; and
- (vi) other contractual issues;
- (vii) the date of expiry of validity of the Change Control Note; and
- (viii) provision for signature by the Parties.

42.5 For each Change Control Note submitted in accordance with this clause 23 the Chair shall:

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

42.5.2 evaluate the Change Control Note and, as appropriate:

- (i) request further information; or
- (ii) seek the agreement of the Parties to the Change, and in the event such agreement is provided arrange for three copies of the Change Control Note to be signed by or on behalf of the Parties; or
- (iii) notify the Parties of the rejection of the Change Control Note.

42.6 A Change Control Note signed by the Parties shall constitute an amendment to this Agreement.

42.7 The form of Change Control Note is detailed in Annex 1.

42.8 Until such time as a Change is made in accordance with this Change Control Process, the Parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

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

43 Variations to this Agreement

43.1 Variations which are Changes will be addressed in accordance with clause 23.

43.2 Any variation to this Agreement will only be effective if it is made in writing, agreed by the Regional Medical School Liaison Committee, and signed by all the Parties.

43.3 Variations cannot conflict with the NHS Education Contract and in the event of any conflict between the terms of this Agreement, as varied, and the terms of the NHS Education Contract the NHS Education Contract will take precedence.

National Variation

43.4 HEE may propose changes to the terms of this Agreement but no proposed changes shall come into effect until a National Variation has been issued by HEE. A National Variation shall be a

NHS Education Contract v1.1

document setting out the proposed changes and the effect that those changes shall have on any of the terms of this Agreement.

- 43.5 The Parties acknowledge that any National Variation may be mandated by HEE, in which case the National Variation shall be deemed to have taken effect on the date that HEE mandates the National Variation.
- 43.6 If the Provider refuses to accept a National Variation, HEE may terminate this Agreement by giving the Provider not less than 3 months' written notice following the issue of a notice that that National Variation is refused.

44 Termination

- 44.1 Subject to clause 25.2, Without affecting any other right or remedy available to it, the Placement Provider and/or the Education Provider may terminate this Agreement at any time with the written agreement of HEE subject to providing twelve 12 months' notice in writing. At the discretion of HEE this notice period may be reduced where HEE determines that is reasonable to do so.
- 44.2 Unless otherwise specified by HEE, any termination right exercised in accordance with clause 25.1 above shall only take effect once the student academic year for the year in which the termination right has been exercised has come to an end.

45 Consequence of expiry or termination

- 45.1 The Parties to this Agreement recognise their continuing responsibilities in relation the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry of termination of this Agreement.
- 45.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

46 Governing law and jurisdiction

- 46.1 This Agreement will be considered as an agreement made in England and will be subject to the laws of England.
- 46.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

NHS Education Contract v1.1

Annex 1 - Change Control Note**CCN Number:**

Title of Change	
------------------------	--

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:	Name:
Company:	Company:
Telephone:	Telephone:
Email:	Email:

Clauses and Schedules affected

Associated Change Control Notices		
CCN No.	Name of Agreement	Date of Agreement

Reason for change

Description of Change

Changes to TPA-UGME

NHS Education Contract v1.1

NHS Education Contract v1.1

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
[PLACEMENT PROVIDER]:****Signed:****Print name:****Title:****Date:****Signed for and on behalf of
[EDUCATION PROVIDER]:****Signed:****Print name:****Title:****Date:**

NHS Education Contract v1.1

Annex 2 - Funding

Education Providers

- Assurance on the use of any Out of Tariff investment to the Education Provider.
- Provision of HEI UGM activity data collections in required timescales.

Placement Providers

- Assurance on the use of medical undergraduate tariff (mechanism will be the annual Accountability Report).

NHS Education Contract v1.1

SCHEDULE FOUR PART C – STANDARD PLACEMENT AGREEMENT

Standard Placement Agreement

between

[Placement Provider]

and

[Education Provider]

NHS Education Contract v1.1

This Placement Agreement is made on [INSERT DATE]

Between

[the **EDUCATION PROVIDER**] whose head office is at [insert address] ("**Education Provider**"); and

[the **PLACEMENT PROVIDER**] whose head office is at [insert address] ("**Placement Provider**");

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

1 DEFINITIONS AND INTERPRETATION

1.1 In this Placement Agreement, unless the context otherwise requires:

- 1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Contract.
- 1.1.2 References to Schedules shall be references to Schedules in the NHS Education Contract.
- 1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.
- 1.1.4 The headings in this Placement Agreement will not affect its interpretation.
- 1.1.5 Where either the Education Provider or the Placement Provider has entered into a TPA as well as this Placement Agreement, the terms of the TPA shall prevail. If there is any conflict between the terms of the TPA and the terms of the NHS Education Contract, the terms of the NHS Education Contract will prevail.

Action Plan	means the action plan to be prepared and implemented by the Education Provider and the Placement Provider; and
Attendance Arrangements	means an arrangement by which a member of Education Provider Staff shall attend the Placement Providers Premises to facilitate learning which may be through an honorary contract or licence to attend or a similar form of arrangement.

2 EDUCATION PROVIDER RESPONSIBILITIES

The Education Provider shall, in addition to its responsibilities set out under its NHS Education Contract with HEE and any TPA that it enters into between HEE and a Placement Provider, comply with the following obligations:

NHS Education Contract v1.1

2.1 Facilitation and assessment of practice learning

- 2.1.1 nominate a “lead” or “leads” who will be the key contact point(s) at the Education Provider for the Placement Provider and inform the Placement Provider of the identity and contact details of such lead or leads. A “lead” may be the same individual appointed by the Education Provider as the Provider Representative under clause 24.2 of its NHS Education Contract;
- 2.1.2 provide information to the Placement Provider Staff involved in the facilitation and assessment of practice learning on the specific requirements of the practice learning component of each relevant Programme and Placement;
- 2.1.3 provide education resources and/or study days for Placement Provider Staff to develop the competencies that they require to facilitate learning and carry out assessment of Learners in the Premises;
- 2.1.4 ensure that it will engage with a representative sample of senior Placement Provider Staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) to review:
 - 2.1.4.1 the Education Provider’s recruitment and selection policies and criteria;
 - 2.1.4.2 the curriculum as set by the Education Provider;
 - 2.1.4.3 the occupational health or DBS check clearance processes that the Education Provider has in place to screen Learners before they are admitted on a Placement in accordance with clauses 12 and 13 of the NHS Education Contract; and
 - 2.1.4.4 the information submitted by the Education Provider to the Placement Provider in accordance with Schedule 6 (Exchange of Information between HEE and the Provider) of the NHS Education Contract, as required by HEE as part of its Quality and Performance Requirements process, to confirm that the information submitted contains no material inaccuracies;
- 2.1.5 ensure that Learners are adequately prepared to carry out skills appropriate to the course they are undertaking prior to commencing a Placement;
- 2.1.6 ensure that Learners have met appropriate standards in relation to clinical knowledge and skills commensurate with the Placement undertaken and their stage in their Programme; and
- 2.1.7 support Placement Provider Staff to represent the Placement Provider in the delivery of the Education Provider’s practice learning and assessment processes.

NHS Education Contract v1.1

2.2 Health and Safety, Occupational Health and Disclosure and Barring Service (DBS)

- 2.2.1 agree with the Placement Provider the responsibility for any necessary work related checks and clearances, such as occupational health checks, right to work checks, Regulator checks, including any necessary DBS checks as in accordance with Applicable Law and Guidance; and disclosure from the Learner of any criminal convictions that might not be disclosed under the DBS checks;
- 2.2.2 receive and evaluate the outcome of the checks and requests for clearances described at clause 2.2.1 above, and shall take any necessary action in relation to any Learner before that Learner commences a Placement. The Education Provider shall confirm to the Placement Provider that the necessary checks have been performed and are up-to-date;
- 2.2.3 the Education Provider shall ensure that Learners have received manual handling, basic life support training, and any other mandatory training in accordance with the Regulator; curriculum requirements; as agreed with the Placement Provider; and in accordance with the Education Providers requirements.

3 PLACEMENT PROVIDER RESPONSIBILITIES

- 3.1 The Placement Provider shall, in addition to its responsibilities set out under its NHS Education Contract with HEE and any TPA that it enters into between HEE and an Education Provider, comply with the following obligations:

3.2 Facilitation and assessment of Practice Learning

- 3.2.1 ensure that all relevant Staff are competent to support Learner learning and assessment, meet Regulator requirements and/or are required to commence a programme of continuing professional development after recruitment and preceptorship in order to achieve these competencies (as appropriate);
- 3.2.2 have appropriate educational responsibilities included in their job descriptions and appropriate competencies defined in their job specifications;
- 3.2.3 are appropriately monitored, appraised and reviewed by the Placement Provider in relation to the provision of these responsibilities;
- 3.2.4 ensure that the Learners receive:
 - 3.2.4.1 an appropriate induction and orientation, including local policies and procedures relevant to each Placement; and
 - 3.2.4.2 feedback on their performance in a time frame appropriate to the activity performed to meet the specified learning outcomes set by the Education Provider with which such Learners are enrolled;

NHS Education Contract v1.1

- 3.2.5 immediately notify the Education Provider of any Service provision changes that might affect Learners ability to meet the learning outcomes agreed with that Education Provider and offer alternative Placements if possible;
 - 3.2.6 ensure that the assessment of Learners is appropriately moderated as agreed between each Education Provider and Placement Provider;
 - 3.2.7 make appropriate and sufficiently qualified Staff available to ensure Learners receive an educationally relevant experience through effective facilitation and assessment of Placements. This will allow the development and testing of the competencies required to meet the Placement outcomes;
 - 3.2.8 encourage and support sufficient and appropriate Staff to undertake education and development in the facilitation and assessment of Placements;
 - 3.2.9 ensure that Education Provider Staff are granted access to the Learners' on Placements at Placement Provider Premises in order to conduct the assessments referred to in clause 3.2.8 (provided that the relevant Education Provider Staff give reasonable notice to the Placement Provider);
 - 3.2.10 encourage and support Staff to participate in any disciplinary and appeals process relating to a Learner at the invitation of the Education Provider;
 - 3.2.11 make available facilities to support Learners undertaking Placements in their clinical practice and/or service areas, including access to multi professional learning resource centres and information services where available;
 - 3.2.12 ensure that Learners have, where reasonably practical, similar work facilities and amenities to those available to Placement Provider Staff;
 - 3.2.13 ensure that all Premises, facilities and equipment are suitable for the performance of the Services and comply with any applicable health and safety legislation;
 - 3.2.14 provide access to its Premises to external approving bodies (e.g. Health and Care Professions Council, Nursing and Midwifery Council) where it is necessary to inspect Placement provision pertaining to named courses;
- 3.3 **Health and Safety, Occupational Health and Criminal Records Bureau Screening**
- 3.3.1 ensure the health, safety and welfare of Learners undertaking Placements, as they would for Staff;
 - 3.3.2 provide appropriate information on Placement Provider health and safety policy as part of the induction to the Placement;
 - 3.3.3 provide appropriate information to Learners about uniform policy or expected dress code, how to raise a matter of concern and enable Learners to contact senior Staff efficiently;

NHS Education Contract v1.1

- 3.3.4 notify the Education Provider of any serious untoward incidents where involvement of any Learner calls into question their fitness for training; or incidents which may adversely affect health or wellbeing of the Learner; within a timescale appropriate to the seriousness of the situation and in any event within two (2) Business Days; and
- 3.3.5 satisfy itself that the procedures adopted by the Education Provider to undertake the checks and clearances are appropriate and accept as valid the DBS checks and occupational health checks carried out by each Education Provider.

4 **JOINT RESPONSIBILITIES**

- 4.1.1 The Placement Provider and the Education Provider shall, in addition to its responsibilities set out under their respective NHS Education Contracts with HEE and any TPA they enter into with HEE, comply with the following joint obligations:

4.2 **Disciplinary Procedure and Fitness to Practice**

- 4.2.1 Either Party reserves the right to remove a Learner from a Placement in any case where a Party reasonably considers it necessary, having regard to the Learner's conduct or professional suitability. The decision to remove a Learner from a Placement shall only be made by appropriate senior members of Staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) and, wherever possible, shall only be made following consultation between the relevant Education Provider (with whom the Learner is enrolled) and Placement Provider.
- 4.2.2 Where it is deemed necessary by the Education Provider (with whom the Learner is enrolled) or by the Placement Provider (as appropriate) a Learner may be removed from participation in a Placement to allow for the proper investigation of the conduct or professional suitability of that Learner. Such a disclosure will be investigated by the Education Provider, and the Education Provider will take any necessary action using a decision-making process in collaboration with the Placement.
- 4.2.3 In any event, where the Education Provider or the Placement Provider (as appropriate) removes a Learner from a Placement, then it shall inform the Placement Provider or relevant Education Provider (as appropriate) as soon as is reasonably possible that it has taken such action, and shall make a written record of the reasons for taking such action which shall record all appropriate discussions and consultations and in particular of those discussions and consultations between relevant senior members of staff (of a level of seniority to be agreed between the relevant Education Provider and Placement Provider from time to time) that resulted in such action being taken.
- 4.2.4 The Placement Providers shall co-operate with the Education Provider in relation to any disciplinary proceedings or fitness to practice proceedings taken in connection with a Learner.

NHS Education Contract v1.1

- 4.2.5 The Education Provider acknowledges that Placement Provider Staff shall have the right to support a Learner, and inform the Education Provider to ensure adequate support is offered from all parties.
- 4.2.6 In any case where disciplinary action is contemplated by the Placement Provider the matter shall be referred to the relevant Education Provider (with whom the Learner is enrolled), and, wherever possible, such referral shall be made within two (2) Business Days by the Placement Provider.
- 4.2.7 The conduct of any disciplinary or Fitness to Practise proceedings will be the sole responsibility of the Education Provider who shall determine the processes to be followed in accordance with its own, and Regulator policies and procedures.
- 4.2.8 The Parties shall agree to a joint review of policies and procedures at regular intervals to ensure appropriateness and clarity of responsibilities.
- 4.3 **Service User Complaints**
 - 4.3.1 The Education Provider and the Placement Provider shall co-operate in answering any complaints raised by Service Users in relation to Learner conduct.
- 4.4 **Training, Feedback and Quality Assurance**

The Placement Provider and the Education Provider shall:

- 4.4.1 ensure Learners receive theoretical training by the Education Provider and practical training by the Placement Provider on using any equipment specific to the Placement safely;
- 4.4.2 collect and collate feedback from all Learners, facilitators and a representative sample of relevant Staff on the quality of Learners preparation for practice and the learning opportunities available in practice;
- 4.4.3 review audits and any relevant Action Plans to address any issues raised between Placement Provider and the Education Provider;
- 4.4.4 agree an Action Plan for each Programme or Placement to address any areas of risk identified as part of the audit process;
- 4.4.5 attend any meetings in relation to the Placements or pre-qualification programmes undertaken by Learner within the Education Provider;
- 4.4.6 endorse/sign off the educational audits and Action Plans for each practice learning area as agreed between the Parties at any such meeting; and
- 4.4.7 be involved in delivering any matters set out in the Action Plans.

NHS Education Contract v1.1

- 4.4.8 The Parties acknowledge that each Education Provider and Placement Provider shall consult at least annually and in advance to agree and identify any Learners attending Placements from each Education Provider during the following year.

4.5 Unlawful Discrimination

- 4.5.1 With respect to any Education Provider Staff who will facilitate Learners during Placements, the relevant Education Provider and Placement Provider shall agree that those members of Education Provider Staff shall each:

4.5.1.1 enter into Attendance Arrangements or develop and implement within a reasonable period of time, or be deemed to enter into Attendance Arrangements with the Placement Provider; and

4.5.1.2 have specific duties and obligations as regards Learner in relation to the facilitation of learning as appropriate.

- 4.5.2 The Placement Provider and the Education Provider shall indemnify one another and keep each indemnified for placement activity at all times against any costs, claims or liabilities which may arise or are sustained by that Education Provider in consequence of any neglect, act or omission and/or breach of this Placement Agreement by the Placement Provider or the Education Provider (as appropriate) which results in:

4.5.2.1 any claim for, or in respect of, the death and/or personal injury of any employee or agent the Education Provider or the Placement Provider or any Learner;

4.5.2.2 any claim for, in respect of, the death and/or personal injury of any third party arising out of or in the course of the Services save to the extent caused by any neglect, acts or omissions of the Education Provider or the Placement Provider (as appropriate), breach of any express provision of this Placement Agreement by the Education Provider or the Placement Provider (as appropriate) or any deliberate act or omission of the Education Provider; and

4.5.2.3 any claim by a Learner arising out of or in the course of the delivery of the Services.

4.6 Termination

- 4.6.1 This Placement Agreement or part of the Placement Agreement may be terminated immediately by agreement of the Parties where:

4.6.1.1 the Placements are no longer offered by the Placement Provider or have ceased to be required by the Education Provider; or

NHS Education Contract v1.1

- 4.6.1.2 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Contract, TPA or Placement Agreement that adversely impacts on the other party; or
- 4.6.1.3 either the Placement Provider or the Education Provider commits a material or persistent breach of the NHS Education Contract, TPA or Placement Agreement that adversely impacts on the other party; or
- 4.6.1.4 a dispute is not remedied to the satisfaction of the Placement Provider or the Education Provider within three (3) months of a notice in writing to the Placement Provider or the Education Provider (as appropriate) requesting its/their remedy.

- 4.6.2 In the event of early termination in whole or in part, the Placement Provider will be required to share such information as the Education Provider deems relevant to any successor organisation.

4.7 Confidential Information

The terms of clause 34 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.8 Data Protection

The terms of clause 33 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.9 Freedom of Information

The terms of clause 32 of the NHS Education Contract shall apply between the Parties as if incorporated in this Placement Agreement.

4.10 Agreement duration

This Placement Agreement shall take effect for the Term of the NHS Education Contract.

4.11 Disputes

- 4.11.1 The Education Provider and the Placement Provider will attempt in good faith to resolve any Dispute or claim arising out of or relating to this Placement Agreement promptly through negotiation between their authorised representatives.
- 4.11.2 The Parties shall follow the process set out in clause 62 of the NHS Education Contract for resolving any Disputes.

NHS Education Contract v1.1

4.12 Variation

This Placement Agreement may be amended in whole or in part at any time by an agreement in writing, as per Annex 1.

5 Governing law

5.1 This Placement Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6 Jurisdiction

6.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Placement Agreement or its subject matter or formation.

This Placement Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF EDUCATION PROVIDER]

Signature:

Date:

Signed by [NAME OF DIRECTOR] for an on behalf of [NAME OF PLACEMENT PROVIDER]

Signature:

Date:

NHS Education Contract v1.1

1 Annex 1**Change Control Notice Number:**

Title of Change

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

Contact Information for the proposed change	
Originator	Other Parties
Name: Company: Telephone: Email:	Name: Company: Telephone: Email:

Clauses and Schedules affected

Associated Change Control Notices		
CCN No.	Name of Agreement	Date of Agreement

NHS Education Contract v1.1

Reason for change
Description of Change
Changes to contract
Impact of change on other agreement provisions
Timetable for implementation

NHS Education Contract v1.1

Acceptance	
Signed for and on behalf of EDUCATION PROVIDER	Signed: Print name: Title: Date:
Signed for and on behalf of PLACEMENT PROVIDER	Signed: Print name: Title: Date:

NHS Education Contract v1.1

SCHEDULE FIVE - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

In accordance with clause 33.2 of the NHS Education Contract, where the Provider acts as data processor on behalf of HEE, Schedule 5 shall determine the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purpose of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	

NHS Education Contract v1.1

SCHEDULE SIX – MODEL DATA SHARING AGREEMENT

AGREEMENT FOR THE SHARING OF DATA

between

HEALTH EDUCATION ENGLAND

and

THE PROVIDER AS PER THE NHS EDUCATION CONTRACT

NHS Education Contract v1.1

	DATA SHARING AGREEMENT (where personal data is being processed)
1.	Between: Health Education England (HEE), and THE PROVIDER
2.	Definitions The definitions set out in the main body of the NHS Education Contract as published on the HEE website from time to time shall apply to this Agreement. The definitions in Appendix A shall also apply. If there is any conflict between the definitions in the NHS Education Contract and those in Appendix A then the definitions in the NHS Education Contract shall prevail.
3.	Purpose and objectives of the information sharing: HEE is responsible for supporting the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow is available in the right numbers with the right skills, values and behaviours, at the right time and in the right place. In consideration of the mutual promises set out in this Agreement, the following Agreement between HEE and Education and Placement Providers providing data reflects the arrangement in place to facilitate the sharing of personal data relating to: • Education Provider and programme details • Employer details (if learner is employed during programme of study) • Learner activity on all healthcare-related programmes • Placement Provider and placement activity • Salary support or other payments directly related to education provision • Placement tariff payments • Learner contact details • Personal data, when concerning a student or employee linked to salary support, training grants or apprenticeship payments, will be passed to the placement provider or employer for the purposes of managing payments

NHS Education Contract v1.1

	- Personal data (name and email address only) will be passed to SmartSurvey for use only in sending out the National Education and Training Survey on HEE's behalf - Personal data for medical and dental Learners linked to their decile ranking for their final qualification - Personal data, when concerning a medical Learner in their F1 year, will be passed to the former education provider in the case of appeals against a non-progression decision by a trainee - Anonymised summary data to be created by HEE and shared back with data providers to enable them to baseline their data with regional and national summary data. Anonymised analysis may also be shared with partner organisations such as NHSE/I, DHSC and STPs for the purposes of workforce modelling - Learner activity on all healthcare-related programmes	
4.	Data Protection Impact Assessment (DPIA) The appropriate DPIAs are available on request, please contact dataservice@hee.nhs.uk if you would like a copy.	
5.	Legal basis and powers for processing the data/information <i>Specify the legal basis and powers that enable the information to be processed between the parties. (See the Information Commissioner's website for further information). This is to ensure compliance with 'lawful' processing as in General Data Protection Regulation (GDPR) principle 5(a).</i>	
		Applicable to living individuals
	Legal powers to share HEE exercises functions in respect of the healthcare workforce on behalf of the Secretary of State pursuant to s.97 of the Care Act 2014. HEE's mandate reflects the priority objectives of the Government in the areas of workforce planning, education and training and development for which HEE and the Local Education and Training Boards have responsibility. It is consistent with the objectives in the refreshed Single Departmental Plan, and is aligned with work being taken forward through the Five-Year Forward View	Yes

NHS Education Contract v1.1

Article 6 condition	When processing personal data please specify which Article 6 condition is met a) Public task – Article 6(1)(e) and section 8 of the Data Protection Act 2018	Yes
Article 9 condition	When processing special category personal data please specify the Article 9 condition that will be met a) Provision of health or social care, and the processing is carried out under the oversight of a professional who is subject to a duty of confidentiality. This is permitted under Article 9(2)(h) and Schedule 1, Part 1, paragraph 2 of the Data Protection Act 2018. b) Substantial public interest – the delivery of HEE and/ or other NHS functions. This is permitted under Article 9(2)(g) and the Data Protection Act 2018, Schedule 1, Part 2, paragraph 6 (an appropriate policy document is in place)	N/A
Common Law duty of confidentiality NB: If consent is relied on above as one of the conditions under either article 6 or 9 (or both) you must attach a copy of the consent form(s) template as an appendix and specify here, if applicable, any procedure for the public, trainees or staff who lack capacity.		N/A
Human Rights Act 1998 - Article 8 - See Human Rights: Human Lives Equality and Human Rights A Commission www.equalityhumanrights.com Guide to the Human Rights Act for Public Authorities		N/A
Human rights are the basic rights and freedoms that belong to every person in the world, from birth until death. They apply regardless of where you are from, what you believe or how you choose to live your life.		
Is there any interference with Human Rights Article 8?		

	N/A
6.	Controller(s) <i>Name the controller(s) and whether, if applicable they are 'joint' controllers – include any processors where applicable – this will assist with providing assurance that all parties have been included and will assist compliance with the principle 5(a) of the GDPR.</i> The Education Provider and/or the Placement Provider and HEE are each controllers of personal data. HEE, the Education Provider and/or the Placement Provider process this data in order to comply with their obligations under the NHS Education Agreement, which in turn enables HEE to fulfil its statutory functions. Details of any data processing arrangements between HEE, the Education Provider and/ or the Placement Provider are set out in the NHS Education Agreement. A data collection platform – e-Collection – is used for clinical and non-clinical data collections initiated by HEE. The e-Collection platform follows a task orientated collection process. It is configurable and supports custom, multi-contributor data collections, including the Student Data Collection and other education collections covering learner/staff activity for the purposes of healthcare education and workforce planning to which this Agreement applies. Collections will take place 3-4 times a year depending on the group covered by the collection. Frequency may be reviewed and revised as appropriate. Current collections managed by the e-collection tool and those under current development relate to: • Mental Health Workforce Data Collection • Student Data Collection • Strategic Workforce Data Collection (eWorkforce) • Placement Gap Data Collection • Trainee Nursing Associates Data Collection • Adult Improving Access to Psychological Therapies Data Collection • Apprenticeships Data Collection • Return to Practice Data Collection • Survey Data Collection • Education Capacity Collection Further collections may be covered in future iterations of this Agreement at review periods as and when they are added to the e-collection tool.

NHS Education Contract v1.1

	Access to personal data collected through the e-collection tool will be limited to nominated staff members responsible for: - managing learner recruitment; and - payment and Placement allocations in Education Provider, Placement Provider and employing organisations. In HEE, access will be limited to nominated members of the National Data Service, Workforce Planning, Commissioning teams and Finance teams. ☐ The Education Provider and the Placement Provider (“Data Providers”) shall provide HEE with the agreed data identified in this Agreement. ☐ Any published analysis will be aggregated and pseudonymised ensuring that no individual can be identified. ☐ In accordance with its duties under the Data Protection Legislation, HEE will minimise the use of identifiers in any outputs from this data unless. Use of outputs that can be linked back to individuals may be necessary in some circumstances, for example in order to enable HEE to make a payment to Placement Providers or employers.				
7.	Data items to be processed <table border="1"> <thead> <tr> <th data-bbox="293 1024 894 1083">Data Item(s)</th><th data-bbox="894 1024 1588 1083">Justification</th></tr> </thead> <tbody> <tr> <td data-bbox="293 1083 894 1898"> Provider and programme details to include: - Minimum viability numbers for all pre-registration training programmes - Maximum capacity numbers for all pre-registration training programmes - Planned recruitment numbers for all pre-registration training Programmes - Programme start and end dates - Programme academic qualifications Learner activity, to include: - Actual starter numbers for all relevant training Programmes for period covered by the collection - Number of learners discontinued/withdrawn from Programme - Progression data and the cause of any interruption or withdrawal from training for all relevant training Programmes each academic year for duration of the Programme - Number successfully qualified since Programme start date </td><td data-bbox="894 1083 1588 1898"> To support regional, STP and local service level workforce planning and development through the provision of a range of data around learner activity and provider/programme details which will enable HEE to understand: - the numbers of Learners on pre-registration, post-registration, continuing professional development or apprenticeships Programmes, and the numbers expected to qualify and therefore contribute towards the future workforce - the challenges Education Providers may be facing in terms of recruitment, capacity and retention and to support partner organisations in addressing some of those challenges - salary support and other payment requirements, where access to named Learner data may be necessary in order to triangulate and validate payments to the employing organisation - Placement activity and to support validation of data by Placement Providers in collaboration with Education Providers and HEE, in order to enable HEE to make an appropriate tariff payment to the Placement Provider </td></tr> </tbody> </table>	Data Item(s)	Justification	Provider and programme details to include: - Minimum viability numbers for all pre-registration training programmes - Maximum capacity numbers for all pre-registration training programmes - Planned recruitment numbers for all pre-registration training Programmes - Programme start and end dates - Programme academic qualifications Learner activity, to include: - Actual starter numbers for all relevant training Programmes for period covered by the collection - Number of learners discontinued/withdrawn from Programme - Progression data and the cause of any interruption or withdrawal from training for all relevant training Programmes each academic year for duration of the Programme - Number successfully qualified since Programme start date	To support regional, STP and local service level workforce planning and development through the provision of a range of data around learner activity and provider/programme details which will enable HEE to understand: - the numbers of Learners on pre-registration, post-registration, continuing professional development or apprenticeships Programmes, and the numbers expected to qualify and therefore contribute towards the future workforce - the challenges Education Providers may be facing in terms of recruitment, capacity and retention and to support partner organisations in addressing some of those challenges - salary support and other payment requirements, where access to named Learner data may be necessary in order to triangulate and validate payments to the employing organisation - Placement activity and to support validation of data by Placement Providers in collaboration with Education Providers and HEE, in order to enable HEE to make an appropriate tariff payment to the Placement Provider
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NHS Education Contract v1.1

	• Placement activity, to include clinical Placement requirements and activity for all pre-registration training Programmes each academic year as defined by DHSC NMET Tariff guidance <u>Personal data</u> Data items that include personal data include information to enable HEE to make salary support and other payments to employers, and information to enable HEE to collect survey data on the quality of Placements, for example: • Learners' names and student ID number where the Learner is enrolled on a programme eligible for salary support or other funding, including national insurance number • Name of employing organisation • Programme end date • First destination data or other programme-specific data required to support funding allocation and funding impact assessment • Learners' names and email addresses • For medical and dental Learners only: Learner's names and their decile ranking for their final qualification	Learners' names and email address to be collected for the purposes of disseminating the HEE NETs survey. Education and Placement Providers/ employers to ensure Learners/employees are made aware of this requirement if not included in their learning/employment contract. Decile ranking data needed for medical and dental Learners as part of ranking process for recruitment.
	This Data Sharing Agreement is specific to the data items listed. Other data flows between organisations will fall outside this Agreement.	
8.	How will the processing be facilitated? <i>Document the arrangements for processing the information i.e. who – Job title and organisation, how, including:</i> <i>A. How any data will be kept accurate and up to date – this is to ensure compliance with the GDPR principle 5(d);</i>	

NHS Education Contract v1.1

B. Explain	how the processing will ensure compliance with principle 5(f)
C. Whether	any information is being transferred outside the UK– this is to ensure compliance with Article 30 of the GDPR.
The e- This data and other	Collection platform will collect data on education provision and Learner activity, including Placement activity. This data collection process is consistent across HEE and enables payments for training, placement provision, salary and other financial support in a timely fashion using robust data.
The e- collected upload of	Collection platform will permit Education and Placement Providers to submit data to HEE, which will be and stored in the secure National HEE data warehouse. Parties to this agreement will add data via secure the data collection template once completed in line with the guidance provided.
☐ No ☐ Data or ☐ All ☐ All ☐ All ☐ The ☐ An For Organisation ☐ which they on the ☐ The and ☐ The (HEE HEE	information will be transferred out of the UK. Providers will be notified in advance of collection requirements and of any change in frequency dates of collection. code is tracked and managed through source control. code changes are subject to automated unit testing. major changes are verified and quality checked by HEE users prior to release. applications used utilise role-based features to determine the areas of the application a user can see. HEE system administrators allocate access via the application based on the role of the end user. organisation (non-HEE) user can only see features and data to which they have been explicitly assigned. For instance, a user from Organisation A cannot view, edit, report or navigate to B, unless they are required to validate data provided by that other organisation. Administrative and back-office staff can only view the organisations (or groups of organisations) to have been assigned. For instance, users within regional offices can only view and report organisations within or managed by their assigned region(s). functionality of data collection platforms has been appropriately piloted and tested with a range of Education Placement Providers/ employers. applications include configurable and separate data stores for uploaded/staged data in Azure Cloud Storage managed). This data is only accessible via shared keys, which can be changed and revoked at any time by the Azure administrator only.
9.	Specify the procedures for dealing with information rights requests (including FOIs or SARs), or complaints or queries, from members of the public <i>This is to ensure compliance with the GDPR article 15.</i> In respect of HEE, information rights requests relating to datasets should be directed to dpa@hee.nhs.uk. Freedom Of Information (FOI) requests should be directed to foia@hee.nhs.uk.

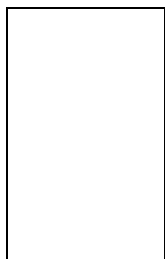
NHS Education Contract v1.1

	Other data subject rights referenced in the GDPR articles 12 through to 23 should be sent via email request to dataservice@hee.nhs.uk In respect of the parties to this agreement, those organisations receiving such requests will process them in accordance with their own procedures and in line with the GDPR article 15.
10.	Specify the retention period for the information to be shared <i>This is to ensure compliance with the GDPR principle 5(e). Insert the specific retention period. Include the rationale/business need – specify any arrangements to be invoked if the receiving party perceives a need to retain the information for longer:</i> ☐ Personal data relating to clinical and non-clinical Learners will be retained for a maximum of 6 years from receipt of data in line with finance retention periods and to enable Learner data to be processed for the duration of their training.
11.	Specify the process for deleting/returning/safely destroying the information when it is no longer required (this should include provision for notification of such deletion/destruction) <i>This is to ensure compliance with the GDPR principles 5(e) and (f).</i> - Secure files shall be deleted by HEE at the end of the retention period. - All data and application services are run with Azure service plans under HEE's management. - Data is currently retained within applications to provide a user with a full history of their activity. - If the contract is terminated, HEE will assist in the deletion of all existing data, subject to any final reporting and data extractions from the data owners/stakeholder (as per HEE's policies). - The data is subject to all backup and replication under HEE management. Final deletion of associated backups should be carried out here.
12.	Specify any obligations on all parties to the agreement NB: <i>some obligations will be applicable to all parties but where a specific organisation(s) has a particular task e.g. system security, reporting, this needs to be set out in section 12. Ensure that, where a contract exists, these obligations do not conflict with it – amend the obligations as necessary. If it is agreed that a particular party will take responsibility for any particular obligation it should be moved to section 13.</i> Each organisation signed up to this Agreement will:

NHS Education Contract v1.1

1. Use the 2. Apply which unlawful 3. Agree to effect 4. Take Act 2000 5. Commit 6. Promptly data are 7. Assist where 8. This to the	information shared solely for the purposes identified and shall not access the information for any incompatible purpose. appropriate security measures, commensurate with the requirements of Principle 5(f) of the GDPR, states that: “appropriate technical and organisational measures shall be taken against unauthorised or processing of personal data and against accidental loss or destruction of, or damage to, personal data”. In particular, they shall ensure that measures are in place to do everything reasonable to: I. make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport II. deter deliberate compromise or opportunist attack, and III. promote discretion in order to avoid unauthorised access. treat the data received by them under the terms of this Agreement as confidential and safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of carrying out the purposes set out in this Agreement and the National Education Agreement. For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and after the expiry or termination of this Agreement. appropriate organisational and technical measures towards compliance with the GDPR, the Data Protection 2018, Caldicott Principles, National Information Security Management standards, Freedom of Information Act and national guidance and rules around processing personal information and other relevant legislation. to ensuring staff are appropriately trained and comply with organisational policies in relation to Information Governance, including data protection, confidentiality, Caldicott, Information Security, Records Management and FOI requests. notify any other relevant co-signees of this protocol of any Information Governance breach resulting out of information shared under this Agreement. All organisations processing health and adult social care personal required to use the Data Security & Protection Toolkit Incident Reporting Tool to report level 2 IG Serious Incidents Requiring Investigation (SIRIs) to the Department of Health and Social Care (DHSC), ICO and other regulators. This requires an incident to be reported within 72 hours of it being identified and the same timeframe should be used for reporting to relevant partner signatories. each other, in responding to Data Protection, FOI requests or Environmental Information Regulations requests necessary, in relation to the information shared under this Agreement to ensure a coordinated and consistent response. Agreement shall be governed and construed in accordance with English Law and the parties agree to submit exclusive jurisdiction of the English Court.
13.	Specify any particular obligations on any individual party: <i>e.g. submission of data, incident reporting, handling of queries/complaints from individuals affected by the information sharing</i>

NHS Education Contract v1.1



- ☐ Data will be shared internally within HEE in line with this Information Sharing Agreement. The handling of any queries/complaints resulting from sharing of this information will be managed by HEE.
- ☐ Aggregated figures (excluding planned recruitment numbers) may be shared with other NHS partnership organisations such as service providers, CCGs, NHSE/I, ICSs, STPs, and DHSC to aid future workforce planning.
- ☐ Any incidents arising from the sharing of this data will be reported by the parties to this agreement in line with their respective standard procedures and shared between the parties.

14.	Review of Agreement 180 A review of this Agreement shall take place every three years from date of commencement or in the event of significant change. All parties to this Agreement agree to take part and to fully co-operate in this review.
15.	Term, termination and variation a. This Agreement as amended from time to time shall remain in force for the duration of the NHS Education Contract with the Provider. b. This Agreement shall terminate when the NHS Education Contract with the Provider is terminated or expires. c. This Agreement may be varied by the completion of the change control notice set out at Appendix C and this being signed by the authorised representatives of the parties.
16	Dispute resolution Any dispute regarding this Agreement shall be dealt with in accordance with the dispute resolution clause set out in the NHS Education Contract entered into by the parties.
17	General The parties agree that the following terms will be incorporated and construed as applying as between the parties pursuant to this Agreement: a. Clause 35.2(d) (Insurance) of the NHS Education Contract b. Clause 36.5(e) (Indemnity) of the NHS Education Contract

NHS Education Contract v1.1

NHS Education Contract v1.1

Appendix A
Definitions

In this Agreement the following words have the following meanings:

General Data Protection Regulation (GDPR)	The General Data Protection Regulation (GDPR) as defined in the Data Protection Act 2018
“Joint” Controller	Has the meaning given in the Data Protection Legislation
Data Protection Impact Assessment (DPIA)	Has the meaning given in the Data Protection Legislation
Special category data	Has the meaning given to it in the Data Protection Legislation

NHS Education Contract v1.1

Appendix B**Guidance Notes for completing the model data sharing agreement****Section 4: Data Protection Impact Assessment (DPIA)**

The ICO advises in its Data Sharing Code of Practice 'Before entering into any data sharing arrangement, it is good practice to carry out a data protection impact assessment. This will help you to assess the benefits that the data sharing might bring to particular individuals or society more widely. It will also help you to assess any risks or potential negative effects, such as an erosion of personal privacy, or the likelihood of damage, distress or embarrassment being caused to individuals. As well as harm to individuals, you may wish to consider potential harm to your organisation's reputation which may arise if data is shared inappropriately, or not shared when it should be. Data protection impact assessments are mandatory for Arm's Length Bodies when introducing all new systems/projects/processes involving personal data.

Section 5: General Data Protection Regulation – principles

Specify how you will meet the 'fair' processing requirements

See the Information Commissioner website for further information

Principle (a) '**Lawfulness, fairness and transparency**'. Personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject.

Principle (b) '**Purpose limitation**'. Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes. .

Principle (c) '**Data minimisation**'. Personal data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed .

Principle (d) '**Accuracy**'. Personal data shall be accurate and, where necessary, kept up to date.

Principle (e) '**Storage limitation**'. Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purpose for which the personal data are processed.

Principle (f) '**Integrity and confidentiality**'. Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures

NHS Education Contract v1.1

Section 7 – Data Items to be Processed

Specify the data items or attach as an appendix: N.B. to comply with principle (c) of the GDPR the items should be adequate, relevant and limited to what is necessary. The justification for processing the specific data items should be documented here or attached as an appendix with the justification for all the data items documented.

Section 8

Document the arrangements for processing the information i.e. who – Job title and organisation, how, including:

- A. How any data will be kept accurate and up to date – this is to ensure compliance with the GDPR principle (d)
- B. Explain how the processing will ensure compliance with principal (f)
- C. Whether any information is being transferred outside the UK– this it to ensure compliance with Article 30 of the GDPR.

Appendix C - Change Control Notice Number:

Title of Change	
------------------------	--

Change Control Notice (CCN to the following agreement):		
Agreement name		Date of Agreement
Data Sharing Agreement		1 April 2021
Date Change Requested	Date CCN Raised	Expiry date of CCN

Contact Information for the proposed change	
Originator	Other Parties
Name: Company: Telephone: Email:	Name: Company: Telephone: Email:

Clauses and Schedules affected

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NHS Education Contract v1.1

Associated Change Control Notices		
CCN No.	Name of Agreement	Date of Agreement

Reason for change

Description of Change

Changes to contract

Impact of change on other agreement provisions

Timetable for implementation

NHS Education Contract v1.1

Acceptance	
Signed for and on behalf of PROVIDER	Signed: Print name Title: Date:
Signed for and on behalf of HEE	Signed: Print name Title: Date: