



UK Health
Security
Agency



Health Education England

**JOINT PROJECT AGREEMENT
MADE BETWEEN**

(1) HEALTH EDUCATION ENGLAND

- and -

(2) UNITED KINGDOM HEALTH SECURITY AGENCY

1. **PARTIES**

1.1 The Parties to this Joint Project Agreement (“**JPA**”) are:

- (A) Health Education England, a Non-Departmental Public Body with offices situated at Blenheim House, Duncombe Street, Leeds LS1 4PL (“**HEE**”); and
- (B) United Kingdom Health Security Agency, an executive agency of the Department of Health and Social Care with offices at Wellington House, 133-155 Waterloo Road, London, SE1 8UG, UK (“**UKHSA**”)

which expression shall include its successors in title together “the Parties”.

2. **BACKGROUND TO THE JPA**

- 2.1 UKHSA exists to plan, prevent and respond to external health threats, and to provide intellectual, scientific and operational leadership at national and local level, as well as on the global stage.
- 2.2 HEE exists to support the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow has the right numbers, skills, values and behaviours, at the right time and in the right place.
- 2.3 e-Learning for Healthcare (“**elfh**”) is part of the Technology Enhanced Learning programme within HEE. The e-LfH team develops and delivers digital learning content. The elfh platform will migrate to the NHS Learning Hub in 2022.
- 2.4 The Parties wish to collaborate in the hosting of/development of/update of e-learning content and make the content available to learners on HEE’s learning management system, known as the e-LfH Hub. The expected output is specified in Schedule 3 of this JPA.
- 2.5 The JPA is to facilitate this development by outlining the scope of work, timescales, methods of communication, as well as cost to the UKHSA.

3. **PURPOSE OF THE JPA**

3.1 The purpose of the JPA is to set out:

- 3.1.1 The arrangements between the Parties to provide the Services (as more particularly defined within Schedule 3) within jointly agreed technical and quality standards.
- 3.1.2 The basis by which the UKHSA and HEE will collaborate with each other in relation to the hosting of/development of/update of e-learning content.
- 3.1.3 The respective rights, obligations and responsibilities of both Parties, in respect of the Services, as well as to clearly state requirements and responsibilities of both Parties, delivery dates and payment schedule.
- 3.2 The Parties shall work together in good faith throughout the Term of the JPA and shall use reasonable endeavours to achieve the stated objectives.
- 3.3 The principles governing the working relationship between the Parties include the Schedules to the JPA which may be updated from time to time by agreement in writing between the Parties.

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

4. COMMENCEMENT AND PERIOD OF OPERATION

- 4.1 This JPA shall take effect upon the date of the last signature of the Parties to it and thereafter shall remain in effect, subject to any earlier termination in accordance with its other provisions or mutual agreement to terminate its effect or extension as permitted below, until 30 September 2024 (the “**Term**”).
- 4.2 Notwithstanding any later date of actual signature, the commencement date for the Services provided under this JPA shall be deemed to have been 1 October 2021 and the provisions of this JPA shall be deemed to have applied to Services provided since that date.
- 4.3 This JPA may be extended by the written agreement of both Parties signed by their duly authorised representatives to a mutually agreed date.

5. WHAT THE PARTIES WILL DO

- 5.1 Schedule 3 of this JPA details the scope of the Services to be performed and what each of HEE and the UKHSA will do to achieve this objective.

6. GOVERNANCE

- 6.1 The governance regime set out in Schedule 3 (if any) shall apply to the relationship of the Parties under this JPA.

7. PRICING OF THE SERVICE

- 7.1 Costs are specified in Schedule 4 of this JPA.

8. REVIEW OF THE SERVICE

- 8.1 The Parties will work to the service levels and processes set out in Schedule 3 of this JPA.

9. CONTACT POINTS

- 9.1 Both Parties agree to nominate a representative to liaise with the other Party and be the primary point of contact in all matters concerning the operation of the JPA. The names and contact details of the representatives are given in Schedule 2 of this JPA.

10. VARIATION

- 10.1 This JPA, including the Schedules, may only be varied by written agreement between the Parties signed by their duly authorised representatives.

11. TERMINATION

- 11.1 Without affecting any other right or remedy available to it, either Party may terminate this JPA with immediate effect by giving written notice to the other Party if:

- 11.1.1 the other Party commits a material breach of any other term of this JPA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
- 11.1.2 the other Party enters into a composition or arrangement with its creditors, takes any step (or any step is taken) in relation to its winding-up, dissolution, administration, re-organisation, receivership or liquidation, is or is deemed to be unable to pay its debts as they fall due, ceases or threatens to cease trading or any event similar or analogous to any of the above occurs in respect of the other Party in any jurisdiction.
- 11.2 Upon the expiry of this JPA or upon its earlier termination for any reason, all licences granted by this JPA shall terminate and each Party shall return to the other all information and property of the other Party then in its possession or under its control.

12. DISPUTE RESOLUTION

- 12.1 If a dispute arises between the Parties during the Term of the JPA in relation to any matter either Party shall be entitled to initiate the dispute resolution procedure by serving a notice of dispute on the other Party ("**Dispute Resolution Procedure**").
- 12.2 Upon the initiation of the Dispute Resolution Procedure, in the first instance, the Parties will use reasonable endeavours to resolve the dispute as soon as possible within the local operational management of each Party involved in the Services.
- 12.3 Where the dispute cannot be resolved by local operational management of each Party involved in the Services within 14 days of service of the notice of dispute, either Party may refer the matter for senior management determination. Any dispute referred for senior management determination shall be considered by a meeting of an equal number of members of each Party's senior management team ("**Senior Management Team**"), who shall meet and seek in good faith to resolve the dispute reasonably.
- 12.4 If any dispute is not resolved within 30 days of the referral of the dispute to the Senior Management Team, then either Party may escalate it for determination to the Secretary of State of Health and Social Care as set out in section 9 of the NHS Act 2006 (as amended from time to time).

13. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 13.1 There is an obligation under common law to treat personal information held by the Parties as private and confidential because it has been disclosed for a strictly limited purpose.
- 13.2 Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this JPA, information relating to the other Party's technology, technical processes, business affairs, finances, employees

or officers or confidential information relating to other individuals obtained in the course of delivering the JPA.

13.3 Where a Party receives a request for information associated with this JPA or the Services (the "**Receiving Party**"), it shall as soon as reasonably possible, inform the other Party (the "**Non-Receiving Party**").

13.4 The Non-Receiving Party acknowledges that the Receiving Party is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**"). The Non-Receiving Party must assist and co-operate with the Receiving Party to enable it to comply with its disclosure obligations under the FOIA. The Non-Receiving Party agrees:

13.4.1 that this JPA and any other recorded information held by the Non-Receiving Party on the Receiving Party's behalf for the purposes of this JPA are subject to the obligations and commitments of the Receiving Party under FOIA;

13.4.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA is a decision solely for the Receiving Party (if this is to whom the request is addressed);

13.4.3 that where the Non-Receiving Party receives a request for information under FOIA, it will liaise with the Receiving Party as to the contents of any response before a response to a request is issued and will promptly (and in any event within ten (10) working days of receipt of request) provide a copy of the request and any draft response to the Receiving Party;

13.4.4 that the Receiving Party, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Non-Receiving Party and this JPA either without consulting with the Non-Receiving Party, or following consultation with the Non-Receiving Party and having taken its views into account; and

13.4.5 to assist the Receiving Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Receiving Party within five (5) working days of that request and without charge.

14. **PUBLICITY**

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

14.2 HEE shall decide whether to publicise matters for which it has primary responsibility under the JPA. The UKHSA shall decide whether to publicise matters for which it has primary responsibility under the JPA.

15. DATA PROTECTION

15.1 The Parties warrant that they shall comply with their obligations under Schedule 1 of this JPA and shall duly observe all their obligations under the Data Protection Act 2018 ("**DPA 2018**"), the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with data protection and privacy ("**Data Protection Requirements**"). The Parties agree that, in connection with the provision of Services under this JPA, all personal data (as defined in the DPA 2018) relating to any employees or officers of the UKHSA that comes into its possession will remain confidential and will only be used by HEE for the fulfilment of its obligations under the JPA or as directed by the UKHSA.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 For the avoidance of doubt, both Parties acknowledge that there shall be no change as a result of the JPA in the ownership of any intellectual property rights in any material or items existing, and owned by either Party, as at the date of this JPA, nor does this JPA assign any intellectual property rights which are created or developed by or on behalf of either Party outside the scope of this JPA or where such assignment is not expressly provided for in this JPA.

16.2 The Parties may, for the Term of this JPA, use each other's logos and graphic devices for the purposes of delivering and promoting the Services specified in the JPA provided such use is in line with the owner's guidelines and other conditions of use issued from time to time. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

16.3 The UKHSA (or its licensor) shall be and remain the sole and exclusive owner of any content or raw assets (e.g. text, images, video files, conceptual models) which it produces or supplies to HEE for use within the e-learning materials to be produced as a result of the Services. HEE shall be entitled to use such content for the purposes of performing its obligations under this JPA and promoting those courses. The UKHSA shall ensure that such content is appropriate for use within the courses being developed under this JPA.

16.4 HEE shall own all material (e.g. the finished, packaged e-learning content), and the IPR within such material, produced as a result of the performance of the Services under this JPA. HEE grants to the UKHSA a fully paid-up, worldwide, non-exclusive, royalty-free perpetual licence to use the same for the purposes of performing its obligations under this JPA, promoting the learning system being facilitated by this JPA and any commercial purposes.

16.5 Nothing in this JPA shall operate so as to transfer any rights in intellectual property of the other Party save as expressly set out within this JPA. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

17. NO PARTNERSHIP OR AGENCY

17.1 Nothing in this JPA shall be construed as creating a partnership.

17.2 No Party shall be deemed to be an agent of any other Party and no Party shall hold itself out as having authority or power to bind the other Party in any way.

17.3 Neither Party shall have any liability to the other Party for any redundancy costs arising either from delivery of the Services or by the termination of the JPA, whether by the passage of time or any earlier termination.

18 GOVERNING LAW

18.1 Notwithstanding the provisions of Section 3.4, this JPA shall be governed by English law.

Signed for and on behalf of Health Education England

██████

Name: ██████

Position: Head of Technology Enhanced Learning

Date: 8th September 2021

Signed for and on behalf of United Kingdom Health Security Agency

Name: ██████

Position:

Date: 29th ██████

September 2021

SCHEDULE 1 DATA PROTECTION

1. The Parties acknowledge their respective duties under Data Protection Requirements and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties.
2. A Processor (as defined in Data Protection Requirements) will act only on instructions from the respective Controller (as defined in Data Protection Requirements) and will ensure it has mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
3. A Processor will comply with the obligations imposed on the Controller by the relevant legislation and regulations as defined in Section 15.1 of this JPA by taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
4. Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Controller.
5. Any information extracted for statistical, planning, or research purposes can only be used if the identity of the individuals to whom it relates is completely anonymous.
6. A Processor shall take reasonable steps to ensure the reliability of any staff who will have access to personal data, ensure that its staff are aware of and trained in the policies and procedures identified in this JPA and provide evidence of the same to the Controller if requested.

SCHEDULE 2**CONTACT POINTS**

For HEE:

Name	████
Office Address	Head of Technology Enhanced Learning Health Education England Stewart House, 32 Russell Square London WC1B 5DN
Telephone number	████
E mail address	████

Name	████
Office Address	Business Manager (TEL) Health Education England Blenheim House Duncombe Street Leeds LS1 4PL
Telephone number	████
E mail address	████

For the UKHSA:

Name	■■■■
Office Address	National Programme Lead - Workforce Development UKHSA Victoria House Capital Park Fulbourn Cambridge CB21 5XA
Telephone number	■■■■
E mail address	■■■■

Name	■■■■
Office Address	Deputy Director of Workforce UKHSA Victoria House Capital Park Fulbourn CB21 5XA
Telephone number	■■■■
E mail address	■■■■

In the event that the above-named individuals are replaced, their successor will assume responsibility under this JPA.

SCHEDULE 3 SPECIFICATION

Content

Each addendum to this JPA will provide detail about work on:

- Existing and future e-learning sessions and cost
- The content will be developed to SCORM 1.2 format

All session content and assets contained in the sessions are the responsibility of the UKHSA project team, including any future maintenance or updates.

Delivery Platforms

- The content will be made available on the HEE e-LfH Hub. Consideration of availability of the content via ESR will be made later.

Eligible Users

- The e-learning content will be available to HEE e-LfH users in the same way as other programmes on the HEE e-LfH Hub. Blue e-LfH users are the standard user type and are covered by the following methods of access:
 - Users logging in at <https://portal.e-lfh.org.uk/account/logon>
 - Users who access the Hub via an OpenAthens account
 - Users who access via Single Sign On from other organisations (e.g. Centre for Pharmacy Postgraduate Education)
- Existing routes of registration will apply.

eIntegrity

eIntegrity is a not-for-profit Community Interest Company that has been set up to resell e-LfH content. There is an intention from both Parties to enter into an agreement to make the UKHSA content available for resale under some sort of revenue-sharing arrangement. The detail is still to be decided but this JPA records that both Parties plan to enter into the agreement in good faith.

Governance

- There will be an executive group (the “**Executive Group**”) to oversee the project.
- The Executive Group will be chaired by HEE and will have representation from the UKHSA and other stakeholders as appropriate.
- The Executive Group will meet at least once per quarter but more frequently if desired by the Parties.

Work to be delivered

HEE e-LfH will:

- Work with the UKHSA Project Team, content author(s) and reviewer(s) to host/develop new/update existing e-learning content.
- Work with the UKHSA Project Team to set up all the content on the e-LfH Hub according as specified in the LMS configuration document.
- Develop new/update existing project microsite on the e-LfH website.
- Support the roll out of the content through social media and other communications channels as appropriate.
- Where content has been developed by HEE e-LfH, make minor changes to the content post-go live (e.g. typographical errors reported by users).

The UKHSA project team will:

- Supply e-LfH with any new e-learning content to be set up on the HEE e-LfH Hub.
- Maintain the content as required, including making any amendments and supplying the HEE e-LfH platform team with the new versions.
- Supply HEE e-LfH with copy to go on the e-LfH website.
- Supply subject matter experts(s) to write the raw content to be supplied to HEE e-LfH's instructional designers to develop new/update existing e-learning content as required.
- Supply HEE e-LfH with copy to go on the e-LfH website.
- Support the roll-out of the content through their networks and communications channels.
- Work with HEE e-LfH as needed to assess content errors reported by users or stakeholders and recommend changes to the content as required.

Project Completion

The project will be deemed to be complete when:

- There is a signed JPA in place.
- All agreed content is live on the HEE e-LfH Hub and the Hub build has been signed off.

Service Levels

This section covers the service levels that e-LfH will provide to the Project name Service Team. Service levels for users of the e-LfH Hub are out of scope for this document.

All resolution times mentioned are based on an 8-hour working day from 9.00 to 17.00 on weekdays not including bank holiday. In other words, if a request is made at 3pm on a Friday before a bank holiday weekend, then the deadline for completion is 8 working hours later at 3pm on the following Tuesday.

Where possible, requests should be logged at the e-LfH Service Desk. There are two ways to raise an incident:

- Support form: <http://millennium.e-lfh.org.uk/ES/Tickets/Submit>
- E-mail: support@e-lfh.org.uk

Upload new content

- Upload a new version of a session – 16 hours
- Updating a whole module or group of sessions – 40 hours per 15

sessions Batch upload a group of users

- 24 hours (if the user data is good and the upload can be

completed) Edit website text

- 24 hours

Write a new report

- Writing reports is a complex task and each request will need to be assessed on a case by case basis.

Adding new Hub functionality

- Any enhancements to the Hub will need to be assessed on a case by case basis and prioritised against the existing Hub backlog of work

Out of scope

For clarity, the following areas are out of scope for this project:

- Any contractual relationship between UKHSA and subject matter experts to create or supply content for use in the e-learning materials
- Major rewrites of the whole programme of content

SCHEDULE 4 SERVICE COSTS

HEE and the UKHSA will agree on a service cost specific to each project the UKHSA will ask HEE to complete.

The following projects with transferring costed liabilities will move to UKHSA from PHE from 1 October 2021.

Programme	Costs ex VAT	Description of work	Recurring
Flu Immunisation	£1,950.00	Updates to existing sessions.	Yes - to be determined year on year
Immunisation (Combined Programme)	TBC	Updates to existing sessions.	Yes - to be determined year on year
NHS Test and Trace Programme	£17,100.00	Updates to programme structure (delivered by elfh support)	Yes - to be determined year on year

The following programmes will move from PHE to UKHSA from 1 October 2021 but do not have onward liability.

Programme	Comments
COVID-19 Vaccination	Addendum to be drafted
GxP Training	Last updated in October 2020. Funded by HEE TEL
Prescribing and Providing Medicines Advice (MMT)	Last updated in April 2019

SCHEDULE 5

STAFF TRANSFER

The Parties agree that at the commencement of the JPA, TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply.