

MEMORANDUM OF UNDERSTANDING
between
HEALTH EDUCATION ENGLAND
and
NORTH WEST AMBULANCE SERVICE NHS TRUST

PARTIES

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

- HEALTH EDUCATION ENGLAND (HEE) ("the Authority")
- North West Ambulance Service NHS Trust ("the Service Provider")

PURPOSE

This MoU relates to the hosting and delivery of the national Library and Knowledge Service for Ambulance Services in England (LKS ASE).

LKS ASE is hosted by NWS on behalf of the NHS National Education Network for Ambulance Services (NENAS). The LKS ASE Librarian is a substantive employee of NWS. The ambulance service trusts in England, including NWS, contribute £10,000 per year to the LKS-ASE budget, and the staff and learners of participating ambulance trusts are eligible to use the services and resources. Health Education England also makes a contribution to the LKS ASE budget.

Documents which describe the LKS ASE strategy, the services provided and key performance indicators are available at <http://ambulance.libguides.com/home1/policies>.

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

PERIOD

This MOU covers the period from 1 April 2021 to 31 March 2024.

VARIATION

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

TERMINATION

This MOU will terminate on 31 March 2024 unless extended or terminated by mutual agreement. Any early termination is subject to a notice period of not less than 6 months.

WHAT THE AUTHORITY AND SERVICE PROVIDER WILL DO

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

PRICING

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

REVIEW OF THE SERVICE

Review of the development and delivery of LKS ASE against agreed key performance and quality indicators takes place under the auspices of the LKS ASE Steering Group (on which both HEE and NWS are represented).

CONFIDENTIALITY AND FREEDOM OF INFORMATION

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

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

DATA PROTECTION

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

INTELLECTUAL PROPERTY

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

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

PUBLICITY

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

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

SIGNATORIES

Signed for and on behalf of Health Education England

Name [REDACTED]
Position Head of Library & Knowledge Services – South
Signature [REDACTED]
Date 8 January 2021

Signed for and on behalf of North West Ambulance Service NHS Trust

Name [REDACTED]
Position Assistant Director Workforce & Organisational Development
Signature [REDACTED]
Date 11th January 2021

PRIMARY CONTACT POINTS

Health Education England

Name [REDACTED]
Position Head of Library & Knowledge Services – South
Email [REDACTED]
Phone [REDACTED]

North West Ambulance Service NHS Trust

Name [REDACTED]
Position Librarian
Email [REDACTED]
Phone [REDACTED]

SCHEDULE A - Service Provider and Authority Responsibilities

NWAS	HEE
<p>Employ a Full Time LKS ASE Librarian (Minimum Band 6)</p> <p>Provide line management support as required to enable the Librarian to fulfil the requirements of his role as librarian for LKS ASE</p> <p>Manage the LKS ASE budget on behalf of NENAS, including invoicing and purchasing</p>	<p>Attend Steering Group meetings to provide advice and guidance to LKS ASE and the representatives of partner ambulance trusts</p> <p>Advise the LKS ASE librarian on issues of HEE strategy and policy, including quality assurance processes</p> <p>Promote awareness of LKS ASE services and good practice</p>

SCHEDULE B – Payment

Health Education England will pay **£60,000 per year** towards the cost of the service, until or unless it is possible to introduce a new Library & Knowledge Services Tariff¹, in which case the arrangement will be reviewed.

Funds will be transferred from HEE to NWAS via the LDA payment mechanism in the first quarter of each financial year.

¹ HEE is seeking to influence the introduction of a Library & Knowledge Services tariff, which would see all placement provider organisations receiving a ring-fenced funding allocation for investment in library services, based on workforce and learner numbers.