

AGREEMENT FOR THE SUPPLY OF SERVICES

AWARD LETTER

For the attention of:	
Supplier name:	University of Leeds
Registered company number:	RC000658
Supplier address:	Woodhouse Lane, Leeds LS2 9JT
By email to email address:	
Your reference:	
Our reference:	C40100
Award of agreement for the supply of:	MRes Data Science and Analytics for Health
Customer:	Health and Social Care Information Centre (known as NHS Digital)

This Award Letter and its Annex(es) set out the terms of the Agreement between the Health and Social Care Information Centre (known as NHS Digital) as the 'Customer' and the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter, the Conditions and Annexes 2 and 3, the following order of precedence shall apply:

- 1) Award Letter;
- 2) Conditions;
- 3) Annex 2; and
- 4) Annex 3.

Please do not attempt to attach any Supplier terms and conditions or amend this Agreement as these will not be accepted by the Customer and may delay processing of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The Services shall be performed at:

Address:	
Contact telephone number:	

- 2) The Specification and Charges for the Services to be Delivered shall be as set out in Annexes 2 and 3 respectively.

- 3) The Term shall be the period from the start date to the Expiry Date as follows, and the following Extension Period shall be applicable:

Start date	27 th September 2021
Expiry Date	26 th September 2024
Extension Period	1x 12months

The Term shall include the following specific cohorts:

- The first cohort [REDACTED] will commence their 24 month programme in September 2021 and should complete in September 2023.
- The second cohort [REDACTED] will commence their 24 month programme in September 2022 and should complete in September 2024.

Any Extension Period shall be agreed between the Parties in writing.

- 4) The details and addresses for communications and service of notices on the Parties are:

Customer	Health and Social Care Information Centre (known as NHS Digital)
Named contact	[REDACTED]
Title	
Address	
Email address	
Supplier	University of Leeds
Named contact	[REDACTED]
Title	
Address	
Email address	

- 5) Processing of Personal Data by the Supplier for and on behalf of the Customer is occurring pursuant to this Agreement:

No

- 6) The Liability Cap shall be a sum equal to 100% of the Charges paid or payable under the Agreement to the Supplier;

- 7) The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Customer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Please execute and return to NHS Digital a copy of this Agreement within 7 days of receipt. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this Agreement.

Please direct all queries to the Customer contact. We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Services.

The individuals set out below shall execute this Agreement, on behalf of the Customer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Agreement:

	Supplier	Customer
Name of individual signing:		
Title:		
Email:		
Signatures		
Authorised Signatory:		
Date:		



Annex 1: Terms and Conditions of Agreement for Services

1. Interpretation

1.1. In these terms and conditions:

Agreement	means the contract between (i) the Customer and (ii) the Supplier comprising the Award Letter, these Conditions and Annexes 2 and 3;
Award Letter	means the letter from the Customer to the Supplier printed above this Annex 1 (Terms and Conditions of Agreement for Services);
Charges	means the charges for the Services as specified in the Award Letter and set out in Annex 3;
Conditions	means as defined in the Award Letter;
Contracting Authority	means as defined in the Public Contracts Regulations 2015;
Course	means the course listed in Annex 2 – Specification;
Customer	means the Health and Social Care Information Centre (known as NHS Digital);
Customer Materials	means any materials created or produced or provided by the Customer to the Supplier in relation to the Course or the Services but shall not include content created by the Students ownership of which shall be as provided for in any agreement in place between the Student and the Supplier;
Data Protection Law	means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including the UK GDPR ("GDPR") and the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities;
Dispute Notice	means as defined in clause 19.1 ;
Expiry Date	means the date for expiry of the Agreement as set out in the Award Letter;
Extension Period	means the period, if any, as specified in the Award Letter, by which the Term may be extended by the Customer (not to exceed 36 months in total);
FOIA	means the Freedom of Information Act 2000;
Force Majeure Event	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding i) any industrial dispute relating to the Supplier or Supplier Staff or any other

	failure in the Supplier's or a Sub-contractor's supply chain; and ii) any Coronavirus (COVID-19) related events;
Good Industry Practice	shall mean in relation to any undertaking and any circumstances and in particular the provision of services to UK Government bodies or organisation of similar standing, the exercise of that degree of professionalism, skill, diligence, prudence, care, efficiency, timeliness, judgement and foresight which would reasonably and ordinarily be expected from a leading and expert internationally recognised company engaged in the same type of activity under the same or similar circumstance seeking to comply with its contractual obligations in full and complying with applicable Laws;
Information	has the meaning given under section 84 of the FOIA;
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
Laws	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply. For the avoidance of doubt, this shall include any Laws arising out of or in connection with any withdrawal of the United Kingdom from the European Union;
Liability Cap	means the aggregate liability of the Supplier which shall not exceed the value specified in the Award Letter;
Party	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;
Personal Data	has the meaning given to it in the Data Protection Laws;
Programme Specification	mean the program specification in Annex 2 – Specification;
Purchase Order Number	means the Customer's unique number relating to the supply of the Services;
Receipt	means the physical or electronic arrival of the invoice at the address specified above under the heading "Payment" or at any other address given by the Customer to the Supplier for the submission of invoices from time to time;
Responsibilities	means those responsibilities outlined in Annex 4 – Responsibilities;

Request for Information	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
Research Project	means the research project undertaken by Students as part of the Course as agreed between the Students, the Customer and the Supplier;
Services	means the services to be supplied by the Supplier to the Customer under the Agreement as set out in the Specification;
Specification	means the specification for the Services (including as to quantity, description, Program Specification and quality) as specified in the Award Letter and Annex 2;
Staff	All persons employed by the Supplier or Customer including agents and consultants used in the performance of its obligations under this Agreement;
Students	means those persons employed or engaged by the Customer who are enrolled on the Course (including national and international students) from time to time;
Supplier	means the person named as Supplier in the Award Letter;
Supplier IPR	means Intellectual Property Rights either subsisting in the Course Materials (excluding any Customer Materials incorporated in them) or otherwise necessary or desirable for the delivery of the Course;
Term	means as defined in clause 5.1 ;
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
Working Day	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2. In this Agreement, unless the context otherwise requires:
- 1.2.1. references to numbered clauses are references to the relevant clause in these Conditions;
 - 1.2.2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3. the headings to the clauses of this Agreement are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4. unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine;
 - 1.2.5. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.6. the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

- 2.1. The return or submission by the Supplier of a validly executed Agreement constitutes an offer by the Supplier to provide the Services subject to and in accordance with this Agreement.
- 2.2. The offer detailed in **clause 2.1** shall be deemed to be accepted by the Customer on valid execution by the Customer of the Agreement.

3. Supply of Services

- 3.1. In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Students for the Term subject to and in accordance with this Agreement.
- 3.2. In supplying the Services, the Supplier shall:
 - 3.2.1. co-operate with the Customer in all matters relating to the Services
 - 3.2.2. perform the Services with all reasonable care, skill and diligence in accordance with Good Industry Practice in the Supplier's industry, profession or trade;
 - 3.2.3. use Staff who are suitably skilled and experienced to perform tasks assigned to them,
 - 3.2.4. ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5. comply with all applicable Laws and guidance;

4. Responsibilities

- 4.1. The Parties agree to carry out each of their Responsibilities.

5. Term

- 5.1. The Agreement shall take effect on the date specified in Award Letter and shall expire on the later of:
 - 5.1.1. the Expiry Date; or
 - 5.1.2. the end date of any Extension Period applicable in accordance with **clause 5.2**; subject to any early termination in accordance with this Agreement (the "**Term**").
- 5.2. The Parties may, if specified in the Award Letter, extend the Term of the Agreement for one or more Extension Periods by mutual agreement in writing. The terms and conditions of the Agreement shall apply throughout any such extended period.

6. Charges, Payment and Recovery of Sums Due

- 6.1. The Charges for the Services shall be as set out in Annex 3 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 6.3. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after Receipt of a valid and undisputed invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 6.4. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

- 6.5. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement in accordance with **clause 17.2**. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in **clause 19**.
- 6.6. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.7. If it is agreed that any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement.

7. Premises and Equipment

- 7.1. The Supplier shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Supplier's premises the Customer shall, and shall procure that all Students shall, comply with all the Supplier's security requirements.
- 7.2. Unless otherwise specifically stated to the contrary in Course publicity material, the Course will be taught on the Leeds campus of the Supplier.

8. Staff and Key Personnel

- 8.1. The Supplier shall employ sufficiently qualified and trained Staff to ensure that it complies with its obligations under this Agreement.

9. Assignment and sub-contracting

- 9.1. The Supplier shall not, without the written consent of the Customer, assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its Sub-contractors as though those acts and omissions were its own.
- 9.2. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

10. Intellectual Property Rights

- 10.1. The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

11. Confidentiality

- 11.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by **clause 11.2**.
- 11.2. Each Party may disclose the other party's confidential information:
- 11.2.1. to its employees, officers, representatives contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this **clause 11**; and
 - 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 11.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. Protection of Personal Data and Security of Data

- 12.1. The Parties agree that, for the purposes of Data Protection Law, each Party (to the extent it processes personal data pursuant to or in connection with this Agreement) processes personal data as an independent data controller in its own right. Nothing in this Agreement (or the arrangements contemplated by it) is intended to construe either Party as the data processor of the other Party or as joint data controllers with one another.
- 12.2. Each Party shall: (a) comply with its obligations under Data Protection Law; (b) be responsible for dealing with and responding to data subject requests, enquiries or complaints (including any request by a data subject to exercise their rights under Data Protection Law) it receives, unless otherwise agreed between the Parties; and (c) promptly (and without undue delay) notify the other Party in writing of any security incident affecting the personal data it processes pursuant to or in connection with this Agreement, including the unlawful or unauthorised processing of the personal data, to the extent the security incident is likely to affect the other Party.
- 12.3. Without prejudice to **Clause 1.3**, each Party (the Disclosing Party) agrees that if it provides personal data to the other Party (the Receiving Party), it shall ensure that it has provided all necessary information to, and obtained all necessary consents from, the data subjects of the personal data, in each case to enable the personal data to be disclosed to the Receiving Party for the purposes of this Agreement and in accordance with Data Protection Law.
- 12.4. In relation to the personal data it receives from the Disclosing Party, each Party shall at all times process the personal data 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 and organisational measures, and the measures shall, at a minimum, comply with the requirements of Data Protection Law .

13. Transparency and Freedom of Information

- 13.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, and which shall be determined by the Customer, the content of this Agreement, including any changes to this Agreement agreed from time to time, (the "**Transparency Information**") is not Confidential Information.
- 13.2. Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) ("**Transparency Report**"). The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 13.3. The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information, including the preparation of the Transparency Reports.
- 13.4. If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such information from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

- 13.5. The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.
- 13.6. The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Customer on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Customer may disclose such information under the FOIA and the EIRs and may publish such Information. The Supplier shall provide to the Customer within 5 Working Days (or such other period as the Customer may reasonably specify) any such Information requested by the Customer.
- 13.7. The Parties acknowledge that each is subject to the requirements of the FOIA. Each Party shall:
- 13.7.1. provide all necessary assistance and cooperation as reasonably requested or required by the other Party to enable the other Party to comply with its obligations under the FOIA;
 - 13.7.2. transfer to the other Party all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 13.7.3. provide the other Party with a copy of all Information held on behalf of the other Party which is requested in a Request for Information and which is in its possession or control in the form that the other Party requires within 5 Working Days (or such other period as the other Party may reasonably specify) of the Customer's request for such Information; and
 - 13.7.4. not respond directly to a Request for Information addressed to the other Party unless authorised in writing to do so by the other Party.
- 13.8. Both Parties acknowledge that each Party may be required under the FOIA s to disclose Information (including Confidential Information) without consulting or obtaining consent from the other Party. Each Party shall take reasonable steps to notify the other Party of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) each Party shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA.

14. Liability

- 14.1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2. Subject always to **clauses 14.4** and **14.5**:
- 14.2.1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Liability Cap; and
 - 14.2.2. except in the case of claims arising under **clauses 18.3**, in no event shall either party be liable to the other party for any:
 - a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill; and/or
 - e) any indirect, special or consequential loss or damage.

- 14.3. The Customer's maximum aggregate liability under this Agreement shall in no event exceed a sum equal to 100% of the Charges paid or payable under the Agreement to the Supplier.
- 14.4. Nothing in the Agreement shall be construed to limit or exclude either party's liability for:
 - 14.4.1. death or personal injury caused by its negligence or that of its Staff;
 - 14.4.2. fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.4.3. any other matter which, by law, may not be excluded or limited.
- 14.5. The Supplier's liability under the indemnities in **clause 18.3** shall be unlimited.
- 14.6. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to the Agreement.

15. Insurance

- 15.1. During the Term and for a period of 12 months thereafter, the Supplier shall maintain in force with a reputable insurance company insurance sufficient to cover the liabilities that may arise under or in connection with this Agreement and the Course, and shall, on the Customer's request, produce both the insurance certificates giving details of cover and the receipts for the current year's premium in respect of each insurance.

16. Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from a Force Majeure Event. Each Party shall promptly notify the other Party in writing when a Force Majeure Event causes a delay or failure in performance and when it ceases to do so. If a Force Majeure Event continues for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

17. Termination

- 17.1. The Customer may terminate this Agreement for convenience by providing the Supplier 30 days written notice. Such termination shall not impact the continuation of the Course being delivered to any current cohort of students for the relevant academic year which provision shall continue uninterrupted.
- 17.2. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 17.3. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 8, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, and 23 or any other provision of the Agreement that either expressly or by implication has effect after termination.

18. Prevention of Fraud and Corruption

- 18.1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the any Contracting Authority (including the Customer) the Customer may:

18.3.1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

19.1. If there is a dispute in relation to this Agreement, the Party raising the dispute shall serve a notice on the other Party in writing ("**Dispute Notice**") setting out the details of the dispute. The Parties shall then attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2. If the dispute cannot be resolved by the Parties within one month of the date of the Dispute Notice (being the date it was received) either Party may exercise any remedy it has under applicable law. For the avoidance of doubt, neither Party shall be prevented by this Dispute Resolution process from commencing court proceedings more quickly if it is necessary to comply with a limitation period or if it is necessary to seek an urgent remedy.

19.3. The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to any dispute resolution process and the Supplier shall, and shall procure that the Staff shall comply fully with the requirements of this Agreement at all times.

20. General

20.1. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5. Any waiver or relaxation, either partly or wholly of any of the terms and conditions of the Agreement, shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

20.7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative

and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

- 21.1. Any notice to be given under the Agreement shall be in writing and shall include the Agreement reference and title. All notices must be served by email, and, subject to clause 21.2, may in addition be served by personal delivery or first class recorded post. All notices must be served using the addresses of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 21.2. Notices under clauses 16 (Force Majeure) and 17 (Termination) must be served by email and personal delivery or recorded delivery in the manner set out in clause 21.1.
- 21.3. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

22. Publicity and Branding

- 22.1. The Supplier shall not:
- 22.1.1. make any press announcements or publicise this Agreement or its contents in any way; or
- 22.1.2. use the Customer's name or brand in any promotion or marketing or announcement of orders,
- without the prior written consent of the Customer.
- 22.2. Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

23. Governing Law and Jurisdiction


- 23.1. The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

24. Covid-19

- 24.1. The Supplier shall ensure that no material changes to the content and quality of the Course occurs due to the ongoing coronavirus pandemic.
- 24.2. The Services will be maintained so far as is reasonably possible and where not possible the Parties will engage in discussions on how lost content shall be rectified.

25. Execution and Counterparts

- 25.1. This Agreement may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.
- 25.2. Execution of this Agreement may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic



Communications Act 2000. In the event each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature. In such situation, this Agreement shall be formed on the date on which both Parties have electronically signed the Agreement as recorded in the Customer's electronic contract management system.

Annex 2 – Specification

1. The Supplier will provide:

- 1.1. [REDACTED]
- 1.2. A joint collaborative approach to marketing, recruitment, selection, admissions, research and support to ensure high quality research outputs that benefit the Customer's Staff and strategic objectives.

2. The Course

- 2.1. The Course is the University of Leeds MRes Data Science and Analytics for Health (Part time) programme as detailed in the Programme Specification which is reviewed annually under the University's legislation and quality assurance processes.
- 2.2. The Programme Specification is available online here
<http://webprod3.leeds.ac.uk/catalogue/dynprogrammes.asp?Y=202021&P=MOR-DS%26AH-PT>

3. Entry requirements:

- 3.1. An honours degree equivalent to a UK first/high upper second class, in a Science, Technology, Engineering, Mathematics or quantitative Health discipline; or equivalent first-hand work-related experience in one or more quantitative science or health setting assessed through APEL.
- 3.2. A pass at GCSE level English Language (grade B or above) or equivalent. For students whose first language is not English, an English language qualification at a suitable level: IELTS 6.5 or equivalent with no lower than 6.5 in each category.

4. Programme Specification:

- 4.1. The programme provides a comprehensive training in the management, modelling and interpretation of the increasing amounts of health and healthcare data that are becoming available from a diverse range of clinical, behavioural and organisational sources – skills that will enable students to extract valuable empirical evidence to better understand the causes of disease, and more accurately predict and evaluate health outcomes and health service needs.
- 4.2. The programme draws on recent advances in information technology, data management, statistical modelling (for description/classification, causal inference and prediction), machine learning and artificial intelligence. It intends to equip health data scientists and health data analysts with the skills required to: harness the empirical insights available within large and varied data sources; and apply these to pressing clinical, social and organisational questions within the broad and varied context of health and healthcare services.
- 4.3. The programme is designed to enable students to develop both the technical and applied skills required for addressing real-world challenges in real-world health and healthcare contexts. A distinctive feature of the programme is the inclusion of extended periods of hands-on data science practice working on applied and collaborative workplace-based projects across a range of health and healthcare services under the co-supervision of service-specific specialists and academic experts in the management, analysis and interpretation of health and healthcare data. These projects offer students opportunities to: apply, test and further refine the skills the MRes will provide in data science and analytics; experience working within established data science teams addressing pressing and pertinent health and healthcare problems; develop invaluable transferable skills relevant to interdisciplinary team science; and generate analytical tools, empirical findings, and

evidence-based insights with the potential to have tangible impacts on health and healthcare policy and practice.

- 4.4. The programme draws together: (i) established expertise in applied data science relevant to the statistical modelling of complex data and the use of machine learning and artificial intelligence to accelerate the application of modelling for insight and discovery through causal inference and prediction; and (ii) key public and private sector partners with extensive experience of managing a range of complex health and healthcare data sources, and harnessing these to inform professional practice, service delivery, public policy and commercialisation.
- 4.5. The modules available will be reviewed/ revised annually to keep up to date with the latest techniques. The programme catalogue is online at <http://webprod3.leeds.ac.uk/catalogue/dynprogrammes.asp?Y=202021&P=MOR-DS%26AH-PT> The modules as of the date of this agreement are as follows:

Year1 - [View timetable](#)

[\[Learning Outcomes, Transferable \(Key\) Skills, Assessment\]](#)

Compulsory modules:

COMP5611M	Machine Learning	15 credits	1 Sep to 31 Jan (adv yr), Semester 1 (Sep to Jan)	
COMP5712M	Programming for Data Science	15 credits	Semester 1 (Sep to Jan),	
COMP5623M	Artificial Intelligence	15 credits	Semester 2 (Jan to Jun)	
COMP5513M	Workplace-based Data Science & Analytics Research and Development Project (Short Form)	105 credits	1 Feb to 31 Aug (19mth)	

□

Year2 - [View timetable](#)

[\[Learning Outcomes, Transferable \(Key\) Skills, Assessment\]](#)

Compulsory modules:

COMP5510M	Data Science & Analytics for Causal Inference and Prediction	15 credits	Semester 1 (Sep to Jan), 1 Sep to 31 Jan (adv yr)	
COMP5122M	Data Science	15 credits	Semester 1 (Sep to Jan)	

Annex 3 - Charges

1. Invoicing

The Supplier shall submit invoices annually in advance of the coming academic year.

2. Charges per student

The Supplier shall be entitled to charge a fixed annual rate of [REDACTED] per Student engaged on the Course.

3. The Customer will not be liable for any sundry costs (textbooks, library fines, fees for resits, etc). The Supplier must recover these directly from the Students.

Annex 4 – Responsibilities

The Parties agree that the Supplier has the responsibility for the following:

- To deliver the Course.
- To ensure that the academic standards for the programme and its award are met.
- To appoint a Programme Manager with overall responsibility for the management and delivery of the programme.
- To make offers to the Customer to register on the programme in consultation with the Customer.
- To ensure requisite risk assessments are undertaken.
- To make arrangements for examinations.
- To ensure Students on the programme have access to services provided to all MRes students.
- To receive and review concerns and complaints.
- To receive and consider appeals.
- To inform the Customer of all potential incidents of misconduct as soon as is reasonably practical.
- To receive details of non-academic complaints and issues dealt with by the Customer under its own procedures.
- To cooperate, where necessary, with any Customer investigation or process when requested by the Customer.

The Parties agree that Customer has responsibility for the following:

- To endeavour to contribute guest lectures and skills training which will be open to students on the Supplier's Computer Science degree programmes.
- To report to the Supplier issues of misconduct that may impact on the Supplier and, where necessary, cooperate in the investigation.
- To receive and review concerns and complaints.
- To receive and consider appeals.
- To notify the Supplier of circumstances where the Staff require a break from the MRes programme (for example illness, maternity etc).
- To use reasonable endeavours to assist in the management and supervision of the Research Project.