

2nd November 2022

NHS EDUCATION AND TRAINING CONTRACT

between

HEALTH EDUCATION ENGLAND

and

University of Hull

For

Cognitive Behavioural Therapy for People with Severe Mental Health Problems (Lot 3)

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Venn Building, Cottingham Road, Hull, East Yorkshire, HU6 7RX

NHS HEALTH EDUCATION ENGLAND - EDUCATION AND TRAINING CONTRACT

This contract is dated 2nd November 2022

Parties

- (1) **HEALTH EDUCATION ENGLAND**, whose head office is at 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL, (“**HEE**”); and
- (2) **UNIVERSITY OF HULL** whose head office is at Venn Building, Cottingham Road, Hull, East Yorkshire, HU6 7RX (**the “Provider”**),

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

Signed by the authorised representative of HEE

Name: [REDACTED]

Signature: [REDACTED]

Position: [REDACTED]

Signed by the authorised representative of THE PROVIDER

Name: [REDACTED]

Signature: [REDACTED]

Position: [REDACTED]

1 DEFINITIONS

1.1 In this contract the following words shall have the following meanings unless the context requires otherwise:

“Actual Monthly Value”	means for the relevant month, the aggregate of all Funding payments made to the Provider under this contract in respect of all Services delivered in that month (excluding VAT but before any deductions, withholdings or set-off);
“Business Continuity Event”	means any event or issue that could impact on the operations of the Provider and its ability to provide the Services including an influenza, epidemic, pandemic and any Force Majeure Event;
“Business Continuity Plan”	means the Provider’s business continuity plan which includes its plans for continuity of the Services during a Business Continuity Event;
“Business Day”	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
“Change Control Process”	means the change control process referred to in clause 44 and 45;
“Codes of Practice”	shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;
“Commencement Date”	means the date of this contract;
“Confidential Information”	<p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the contract including any procurement process which is:</p> <ul style="list-style-type: none">(a) Personal Data including without limitation which relates to any Learner;(b) designated as confidential by either Party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or(c) Policies and such other documents which the Provider may obtain or have access to through HEE’s intranet;
“Contracting Authority”	means any contracting authority as defined in regulation 2 of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than HEE;

“Contract Management Meeting”	means a meeting of HEE and the Provider held in accordance with clause 28;
“Contract Performance Notice”	<p>(a) a notice given by HEE to the Provider under clause 27, alleging failure by the Provider to comply with any obligation on its part under this contract; or</p> <p>(b) a notice given by the Provider to HEE under clause 27 alleging failure by HEE to comply with any obligation on its part under this contract,</p> <p>as appropriate;</p>
“Controller”	shall have the same meaning as set out in the Data Protection Legislation;
“Convictions”	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
“COVID-19”	means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this contract, and/or actual or potential loss, inaccessibility of and/or destruction of such Personal Data in breach of this contract, including any Personal Data Breach;
“Data Protection Legislation”	means (i) the Data Protection Act 2018; (ii) any European Union laws that relate to data protection or privacy that have been incorporated into UK law following the exit of the UK from the European Union as amended or supplemented from time to time by UK law including but not limited to the UK GDPR (iii) any European Union laws that are applicable in the UK pursuant to Article 71 of the withdrawal agreement between the European Union and the UK (2019/C 384 I/01); and (iv) all applicable Law about the processing of personal information and privacy; and the guidance and codes of practice issued by the Information Commissioner;
“Data Protection Protocol”	means the protocol contained in Schedule 4;
“Disclosure and Barring Service”	means the Disclosure and Barring Service established under section 87 of the Protection of Freedoms Act 2012;
“Dispute(s)”	means any dispute, difference or question of interpretation or construction arising out of or in connection with this contract, including any dispute, difference or question of interpretation relating to the

	Services, any matters of contractual construction and interpretation relating to the contract, or any matter where this contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
“Dispute Resolution Procedure”	means the process for resolving Disputes as set out in clause 24;
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“EDS2”	means the Equality Delivery System for the NHS – EDS2, being a tool designed to help NHS organisations, in discussion with local stakeholders, to review and improve their equality performance for people with characteristics protected by the Equality Act 2010, and to support them in meeting their duties under section 1 of the Equality Act 2010, available on the NHS England webpage (as may be updated or superseded from time to time);
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as HEE may specify from time to time;
“Emergency Preparedness, Resilience and Response”	means the emergency preparedness, resilience and response guidance relating to the need to plan for, and respond to, a wide range of incidents and emergencies that could affect health or patient care, issued by NHS England / NHS Improvement and available on the NHS England webpage (as may be updated or superseded from time to time);
“Employed Learner”	means those Learners who are recruited into NHS posts on Programmes leading to statutory or voluntary registration, who are for the duration of their training only employed by a Provider, or another contractually agreed Lead Employer, and for whom HEE may provide a financial contribution;

“Environmental Regulations”	shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;
“eProcurement Guidance”	means the NHS eProcurement strategy available via: http://www.gov.uk/government/collections/nhs-procurement together with any further Guidance issued by the Department of Health and Social Care in connection with it;
“Equality Legislation”	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;
“Exception Report”	means a report issued in accordance with clause 32 notifying the relevant Party’s Governing Body of that Party’s breach of a Remedial Action Plan and failure to remedy that breach;
“Force Majeure Event”	has the meaning given to it in clause 22;
“Electronic Trading System(s)”	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;
“Exit Requirements”	means HEE’s exit requirements, as set out in the Service Specification and/or otherwise as part of this contract, which the Provider must comply with during the Term and/or in relation to any expiry or early termination of this contract;
“Expiry Date”	means the date delivery of the Services shall end as specified in Schedule 1 (Service Specification and Tender Submissions);
“Extra-ordinary Review Meeting”	means a meeting to be held in accordance with clause 37.3;
“FOIA”	shall have the meaning given to the term in paragraph Schedule 51.2 of Schedule 5;
“Fraud”	means any offence under any law in respect of fraud in relation to this contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;

“Funding”	means the Funding that is payable to the Provider by HEE under the contract for the full and proper performance by the Provider of its obligations under the contract;
“General Anti-Abuse Rule”	means: <ul style="list-style-type: none">(a) the legislation in Part 5 of the Finance Act 2013; and(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to this contract, including in accordance with any codes of practice published by relevant trade associations;
“Governing Body”	means in respect of any Party, the board of directors, governing body, executive team or other body having overall responsibility for the actions of that Party;
“Governing Documents”	means a Party’s standing orders, scheme of delegation, and standing financial instructions, as may be updated, replaced, or superseded from time to time;
“Guidance”	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by HEE and/or have been published and/or notified to the Provider by the Department of Health and Social Care, NHS England / Improvement, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the Cabinet Office, HM Treasury, the Care Quality Commission and/or any other regulator or competent body;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
“HEE Materials”	means all documents, information, items and materials in any form, whether owned by HEE or a third party, which

	are provided by HEE to the Provider in connection with the Services;
"HEE Representative"	means either a Regional Director, National Director, regional manager and/or a national manager of HEE;
"HEE Quality Framework"	means the multi-professional education and training quality framework published by HEE in April 2016 and as amended thereafter from time to time, measuring the quality of education and training across learning environments in England;
"HM Government Cyber Essentials Scheme"	<p>means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at:</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview;</p>
"HRA"	means the Human Rights Act 1998;
"Immediate Action Plan"	means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Learners, Service Users, the public and/or Staff;
"Implementation Requirements"	means HEE's implementation and mobilisation requirements (if any), as may be set out in the Service Specification which the Provider must comply with as part of implementing the Services;
"Insolvency Event"	means the occurrence of any of the following events in respect of the Provider: (i) the Provider being, or being deemed for the purposes of any applicable Laws or Guidance to be, unable to pay its debts or insolvent; (ii) the Provider admitting its inability to pay its debts as they fall due; (iii) the value of the Provider's assets being less than its liabilities taking into account contingent and prospective liabilities; (iv) the Provider suspending payments on any of its debts or announces an intention to do so; (v) by reason of actual or anticipated financial difficulties, the Provider commencing negotiations with creditors generally with a view to rescheduling any of its indebtedness; (vi) a moratorium is declared in respect of any of the Provider's indebtedness; (vii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Provider; (viii) a composition, assignment or arrangement with any creditor of any member of the Provider; (ix) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise)

in respect of the Provider or any of its assets; (x) a resolution of the Provider or its directors is passed to petition or apply for the Provider's winding-up or administration; (xi) the Provider's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise); or (xii) if the Provider suffers any event analogous to the events set out in (i) to (xi) of this definition in any jurisdiction in which it is incorporated or resident;

"Intellectual Property Rights"

means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;

"JI Report"

means a report detailing the findings and outcomes of a Joint Investigation;

"Joint Investigation"

means an investigation into the matters referred to in a Contract Performance Notice in accordance with clause 29;

"KPI"

means the key performance indicators as set out in Schedule 3;

"Law"

means any applicable legal requirements including, without limitation:

- (a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;
- (b) any European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument) retained in UK law following the exit of the UK from the European Union;
- (c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (d) requirements set by any regulatory body as applicable in England and Wales;
- (e) any relevant code of practice as applicable in England and Wales; and

	(f) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);
“Learner”	means those individuals enrolled on a Programme of education / training to be supplied pursuant to this contract by the Provider as part of the Services;
“Lead Employer”	means a third party whom it is agreed will act as employer of Staff or Learners;
“Local Counter Fraud Specialist”	the accredited local counter fraud specialist nominated by HEE;
“Long Stop Date”	means the date 3 months following the Services Commencement Date;
“Losses”	means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law as set out in clause 13.1 of this contract;
“National Director”	means a person with delegated authority from HEE to act for and on behalf of HEE on a national basis;
“NHS”	means the National Health Service;
“NHS Brand”	means the name and logo of the NHS and any other names, logos and graphical presentations as held by the Secretary of State required to be used in connection with the provision of the Services;
“NHS Branding Guidelines”	means NHS brand policy and guidelines, as revised, updated or re-issued from time to time by NHS England and/or the Department of Health and Social Care, and which are available on the NHS England webpage (as may be updated or superseded from time to time);
“NHSCFA”	means the NHS Counter Fraud Authority, the special health authority charged with identifying, investigating and preventing fraud and other economic crime within the NHS and the wider health group;
“Occasion of Tax Non-Compliance”	means: (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or

legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- (ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

“Party”	means HEE or the Provider as appropriate and Parties means both HEE and the Provider;
“Personal Data”	shall have the same meaning as set out in the Data Protection Legislation;
“Personal Data Breach”	shall have the same meaning as set out in the Data Protection Legislation;
“Policies”	means the policies, rules and procedures of HEE as provided to the Provider from time to time;
“Premises and Locations”	has the meaning given under clause 6.1;
“Process”	shall have the same meaning as set out in the Data Protection Legislation. Processing and Processed shall be construed accordingly;
“Processor”	shall have the same meaning as set out in the Data Protection Legislation;
“Programme”	any programme as identified in Schedule 1;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
“Provider”	means the supplier named at the top of this contract on the first page;
“Provider Outputs”	means any output of the Services to be provided by the Provider to HEE as specified in Schedule 1 and any other

	documents, products and materials provided by the Provider to HEE in relation to the Services;
“Previous Contract”	means a contract between HEE and the Provider for the delivery of services which are the same or substantially the same as the Services, the term of which immediately precedes the Term;
“Provider Personnel”	means any employee, agent, consultant and/or contractor of the Provider or Sub-contractor who is either partially or fully engaged in the performance of the Services;
“Provider Representative”	means such person with delegated authority to act on behalf of the Provider as notified by the Provider to HEE from time to time in accordance with clause 8.1.4;
“Purchase Order”	means the purchase order required by HEE’s commercial governance systems (if applicable);
“Quality and Performance Requirements”	means the requirements set out in Schedule 3;
“Regional Director”	means the person with delegated authority from HEE to act for and on behalf of HEE within any given Region;
“Region”	means 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;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Provider is established;
“Remedial Action Plan”	means a plan to rectify a breach of or performance failure under this contract (or, where appropriate, a Previous Contract in accordance with the terms of such Previous Contract), specifying actions and improvements required, dates by which they must be achieved and consequences for failure to do so, as further described in clause 30;
“Residual Contract Period”	means the period after this contract expires or is terminated in accordance with its terms, during which the Provider is required (pursuant to the provisions of clauses 16.3 and 16.4 of this contract) to complete the Programme of education / training of Learners enrolled on such Programmes of education / training under this contract and all other relevant activity;
“Review Meeting”	means a meeting to be held in accordance with clause 37 at the intervals set out in clause 37 or as otherwise requested in accordance with clause 37;

“Service User”	means a patient or service user for whom a Provider has statutory responsibility;
“Services”	means the services set out in Part 2 of Schedule 1 of this contract and including, without limitation, Part 1 of Schedule 1 which sets out the requirements of HEE as issued to tenderers as part of the procurement process and the Provider’s response to these requirements;
“Services Commencement Date”	means the date delivery of the Services shall commence as specified in Schedule 1 (Service Specification and Tender Submissions). If no date is specified in Schedule 1 (Service Specification and Tender Submissions) this date shall be the Commencement Date;
“Service Development and Improvement Plan or SDIP”	means an agreed plan setting out improvements to be made by the Provider to the Services (which may comprise or include any Remedial Action Plan agreed in relation to a Previous Contract);
“Services Information”	means information concerning the Services as may be reasonably requested by HEE and supplied by the Provider to HEE in accordance with clause 19 of this contract;
“Service Specification”	means the information set out in Part 2 of Schedule 1;
“Staff”	means all persons employed or engaged by the Provider to perform its obligations under this contract including any Sub-contractors and person employed or engaged by such Sub-contractors;
“Sub-contract”	means any sub-contract entered into by the Provider or by any Sub-contractor of any level for the purpose of the performance of any obligation on the part of the Provider under this contract;
“Sub-contractor”	means any sub-contractor, whether of the Provider itself or at any further level of sub-contracting, under any Sub-contract;
“Term”	means the term set out in clause 2.1;
“Termination Notice”	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this contract on a specified date and setting out the grounds for termination;
“Third Party Body”	has the meaning given under clause 9.11 of this contract;
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of

such data, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended or supplemented from time to time by UK law

“VAT”

means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax;

“WRES”

means the NHS Workforce Race Equality Standard.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This contract shall be binding on, and endure to the benefit of, the parties to this contract and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to any guidance or policy is a reference to it as amended, superseded, or replaced from time to time.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.
- 1.13 A reference to **writing** or **written** includes either letter or email only.
- 1.14 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

- 1.15 A reference to **this contract** or to any other contract or document referred to in this contract is a reference of this contract or such other contract or document, in each case as varied from time to time.
- 1.16 References to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **COMMENCEMENT AND DURATION**

- 2.1 This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15, or until the Expiry Date when this contract shall terminate automatically without notice (the “**Term**”).
- 2.2 The Term may be extended in accordance with Schedule 1 provided the Services have commenced before the Long Stop Date. The Term shall include the Initial Term and, where applicable, any Extended Term agreed between the Parties in accordance with Schedule 1.
- 2.3 The Provider shall provide or procure the provision of the Services to HEE from the Services Commencement Date as specified in Schedule 1.
- 2.4 For the avoidance of doubt, there is no automatic roll-over of this contract on expiry or termination of the Term.
- 2.5 Where this contract is used to facilitate an initial pilot project, the contract shall not be extended in accordance with clause 2.2 and Schedule 1.
- 2.6 The Parties acknowledge that the Staff of the Provider (and the Provider) are not acting as agents of HEE when carrying out the Services.

3 **PROVIDER’S WARRANTIES**

- 3.1 The Provider warrants, represents and undertakes that:
- 3.1.1 it has full power and authority to enter into this contract and to deliver the Services, and that all necessary approvals and consents have been obtained and are in full force and effect;
- 3.1.2 the execution of this contract does not and shall not contravene or conflict with its Governing Documents or any legal obligations (including under contract) to which it is subject;
- 3.1.3 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this contract and the documents referred to in this contract;
- 3.1.4 any information provided by the Provider is in all material respects accurate and not misleading, and since its provision there has not been any material change to that information or to the Provider’s position or developments that would have adversely affected the decision of a reasonable public sector funder to fund the Services substantially on the terms of this contract;

- 3.1.5 to the best of its knowledge, nothing shall have, or is likely to have, a material adverse effect on its ability to deliver the Services (assuming receipt of the Funding); and it has, and shall maintain, adequate insurances in respect of the Services;
- 3.1.6 unless otherwise set out in the Services and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;
- 3.1.7 receipt of the Services by or on behalf of HEE and use of the Provider Outputs or of any other item or information supplied or made available to HEE as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;
- 3.1.8 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this contract and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;
- 3.1.9 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying HEE in writing at least twenty one (21) Business Days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);
- 3.1.10 without prejudice to any specific notification requirements set out in this contract, it will promptly notify HEE of any health and safety hazard which has arisen, or the Provider is aware may arise, in connection with the performance of the Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;
- 3.1.11 unless otherwise confirmed by HEE in writing (to include, without limitation, as part of the Service Specification), it will ensure that any products purchased by the Provider partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014) (as supplemented by procurement policy note 01/15: implementing Energy Efficiency Directive article 6: further information), to the extent such requirements apply to the relevant products being purchased;
- 3.1.12 it shall at all times conduct its business in a manner that is consistent with any anti-slavery policy of HEE and shall provide to HEE any reports or other information that HEE may request as evidence of the Provider's compliance with this;
- 3.1.13 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this contract, the provision of the Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by HEE from time to time (acting reasonably);
- 3.1.14 all information included within the Provider's responses to any documents issued by HEE as part of the procurement relating to the award of this

- contract (to include, without limitation, as referred to in the Schedules) and all accompanying materials is accurate;
- 3.1.15 all necessary actions to authorise the execution of and performance of its obligations under this contract have been taken before such execution;
- 3.1.16 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Provider;
- 3.1.17 there are no material agreements existing to which the Provider is a party which prevents the Provider from entering into or complying with this contract;
- 3.1.18 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this contract;
- 3.1.19 it has satisfied itself as to the nature and extent of the risks assumed by it under this contract and has gathered all information necessary to perform its obligations under this contract and all other obligations assumed by it;
- 3.1.20 all information, data and other records and documents required by HEE as set out in the Services shall be submitted to HEE in the format and in accordance with any timescales set out in the Schedules;
- 3.1.21 it shall comply with the eProcurement Guidance as it may apply to the Provider and shall carry out all reasonable acts required of the Provider to enable HEE to comply with such eProcurement Guidance, to the extent the same applies to HEE;
- 3.1.22 as at the Commencement Date, it has notified HEE in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Provider shall:
- (i) notify HEE in writing of such fact within five (5) Business Days of its occurrence; and promptly provide to HEE:
 - (A) details of the steps which the Provider is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (B) such other information in relation to the Occasion of Tax Non-Compliance as HEE may reasonably require;
- 3.1.23 it will inform HEE in writing immediately within one (1) Business Day upon becoming aware that any of the warranties set out have been breached or there is a risk that any warranties may be breached.
- 3.2 Any warranties provided under this contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

4 **PROVIDER'S RESPONSIBILITIES**

- 4.1 The Provider shall manage and supply the Services in accordance with this contract in all material respects.
- 4.2 The Provider shall meet the Milestones specified in Schedule 1.
- 4.3 The Provider shall appoint a manager for the Services, such person as identified in Schedule 1. That person shall have authority to contractually bind the Provider on all matters relating to the Services. The Provider shall use all reasonable endeavours to ensure that the same person acts as the Provider's manager throughout the term of this contract, but may replace that person from time to time where reasonably necessary in the interests of the Provider's business.
- 4.4 The Provider shall ensure they attend and prepare as necessary for any Review Meetings convened under clause 37 of this contract, and shall acknowledge a request from HEE to hold a Review Meeting or an Extra-ordinary Review Meeting within three (3) Business Days.
- 4.5 The Provider shall provide the Services:
 - 4.5.1 in accordance with the terms of this contract;
 - 4.5.2 with all due skill care and diligence using appropriately experienced, qualified and trained personnel;
 - 4.5.3 in accordance with Good Industry Practice and more particularly the HEE Quality Framework;
 - 4.5.4 in accordance with regulatory requirements of any Regulator in respect of the Services;
 - 4.5.5 in compliance with applicable Laws and Guidance (including the holding and maintaining of all necessary licences, authorisations consents, accreditations, and permissions in order to ensure compliance in all respects with its obligations under this contract);
 - 4.5.6 using all reasonable endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of HEE or the NHS in any material respect; and
 - 4.5.7 in a manner which does not infringe the Intellectual Property Rights of any third party.
- 4.6 The Provider shall ensure invoices are sent to HEE in a timely fashion, in accordance with Schedule 2.
- 4.7 The Provider shall comply with the Implementation Requirements in accordance with any timescales as may be set out in Schedule 1.
- 4.8 The Provider shall comply fully with its obligations set out in this contract, including without limitation any KPIs in Schedule 3 and all obligations contained in this contract in relation to the quality, performance, characteristics, supply and delivery of the Services.

- 4.9 If the Services, or any part of them, are regulated by any Regulator, the Provider shall ensure that at the Commencement Date in clause 2 it has in place all relevant registrations and shall maintain such registrations during the Term.
- 4.10 The Provider shall notify HEE in writing within two (2) Business Days of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services.
- 4.11 The Provider shall notify HEE in writing within two (2) Business Days of the Provider becoming aware of any such failure:
- 4.11.1 of any pending inspection of the Services, or any part of them, by a Regulator immediately upon the Provider becoming aware of such inspection; and
 - 4.11.2 of the Services, or any part of them, to meet the quality standards required by a Regulator.
- This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.
- 4.12 Following any inspection of the Services, or any part of them, by a Regulator, the Provider shall provide HEE with a copy of any report, or other communication published or provided by the relevant Regulator, within two (2) Business Days, in relation to the provision of the Services.
- 4.13 Upon receipt of notice, or any report or communication pursuant to this clause 4, HEE shall be entitled to request further information from the Provider and/or a meeting with the Provider, and the Provider shall cooperate fully with any such request.
- 4.14 The Provider shall ensure that its Provider Representative informs HEE Representative in writing within forty eight (48) hours upon:
- 4.14.1 becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or
 - 4.14.2 the Provider Representative having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred.
- 4.15 The Provider shall ensure that the Provider *Representative* informs HEE Representative in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services.
- 4.16 The Provider shall be relieved from its obligations under this contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of HEE. To qualify for such relief, the Provider must notify HEE promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of HEE together with the potential impact on the Provider's obligations.
- 4.17 Subject to the requirements of this contract and any Law, the Provider shall be entirely responsible for the employment and conditions of service of Staff. The Provider shall ensure that such conditions of employment are consistent with its obligations under this contract.

- 4.18 The Provider will at all times during the contract employ a sufficient number of appropriately trained, qualified, experienced and skilled Staff to ensure that it complies with its obligations under this contract. This will include, but not be limited to, the Provider providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.
- 4.19 The Provider shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Schedule 1 or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Provider shall be subject to the prior written approval of HEE, such approval not to be unreasonably withheld or delayed.
- 4.20 The Provider shall ensure that all Staff are aware of, and at all times comply with, the contract.
- 4.21 The Provider shall:
- 4.21.1 employ only those Staff who are careful, skilled and experienced in the duties required of them;
 - 4.21.2 ensure that every member of Staff is properly and sufficiently trained and instructed;
 - 4.21.3 ensure all Staff have the qualifications to carry out their duties;
 - 4.21.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Provider's expense) in respect of the Staff; and
 - 4.21.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant Regulator or any industry body in relation to such Staff.
- 4.22 The Provider shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of HEE's staff, Learners, Service Users or visitors at risk unless otherwise agreed in writing with HEE.
- 4.23 The Provider shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:
- 4.23.1 are questioned concerning their Convictions; and
 - 4.23.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Provider engages the potential staff or persons in the provision of the Services.

- 4.24 The Provider shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Provider's cost and expense.
- 4.25 The Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without HEE's prior written consent if:
- 4.25.1 the person has disclosed any Convictions upon being questioned about their Convictions;
 - 4.25.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body); or
 - 4.25.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Provider.
- 4.26 The Provider shall ensure where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Provider:
- 4.26.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - 4.26.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - 4.26.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Learners or any other person.
- 4.27 The Provider shall ensure that HEE is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Provider or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to Learners, Service Users, or any other person. The Provider shall only be entitled to continue to engage or employ such member of Staff with HEE's written consent and with such safeguards being put in place as HEE may reasonably request. Should HEE withhold consent the Provider shall remove such member of Staff from the provision of the Services forthwith.
- 4.28 The Provider shall immediately provide to HEE any information that HEE reasonably requests to enable HEE to satisfy itself that the obligations set out in this clause 4 have been met.
- 4.29 HEE may at any time request that the Provider remove and replace any member of Staff from the provision of the Services, provided always that HEE will act reasonably in making such a request. Prior to making any such request HEE shall raise with the Provider HEE's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. HEE shall be under no obligation to have

such prior discussion should HEE have concerns regarding Learner or Service User safety.

- 4.30 The relationship of the Provider to HEE will be that of independent contractor and nothing in this contract shall render the Provider (or any of its Staff) an employee, worker, agent, partner or member of HEE and the Provider shall not hold itself out as such. This contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Provider shall be fully responsible for and shall indemnify HEE for and in respect of:

4.30.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services. The Provider shall further indemnify HEE against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by HEE in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

4.30.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Provider (or a member of its Staff) against HEE arising out of or in connection with the provision of the Services.

- 4.31 Unless otherwise confirmed by HEE in writing, the Provider shall ensure full compliance (to include with any implementation timelines) with any Guidance issued by the Department of Health and Social Care and/or any requirements and/or Policies issued by HEE (to include as may be set out as part of any procurement documents leading to the award of this contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Provider Representatives that visit NHS premises.

- 4.32 Once compliance with any notified implementation timelines has been achieved by the Provider, the Provider shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

- 4.33 The Provider shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside HEE's business continuity plan where relevant to the provision of the Services. The Provider shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements as may be set out in the Service Specification.

- 4.34 Throughout the Term, the Provider will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Provider confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

4.34.1 the criticality of this contract to HEE; and

4.34.2 the size and scope of the Provider's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

- 4.35 The Provider shall test its Business Continuity Plan at reasonable intervals, and in any event no less than once every twelve (12) months or such other period as may be

agreed between the Parties taking into account the criticality of this contract to HEE and the size and scope of the Provider's business operations. The Provider shall promptly provide to HEE, at HEE's written request and within ten (10) Business Days, copies of its Business Continuity Plan, reasonable and proportionate documentary evidence that the Provider tests its Business Continuity Plan in accordance with the requirements of this contract and reasonable and proportionate information regarding the outcome of such tests.

- 4.36 The Provider shall provide to HEE a copy of any updated or revised Business Continuity Plan within ten (10) Business Days of any material update or revision to the Business Continuity Plan.
- 4.37 HEE may suggest reasonable and proportionate amendments to the Provider regarding the Business Continuity Plan at any time. Where the Provider, acting reasonably, deems such suggestions made by HEE to be relevant and appropriate, the Provider will incorporate into the Business Continuity Plan all such suggestions made by HEE in respect of such Business Continuity Plan. Should the Provider not incorporate any suggestion made by HEE into such Business Continuity Plan it will explain the reasons for not doing so to HEE.
- 4.38 Should a Business Continuity Event occur at any time, the Provider shall implement and comply with its Business Continuity Plan and provide regular written reports to HEE on such implementation.
- 4.39 During and following a Business Continuity Event, the Provider shall use reasonable endeavours to continue to provide the Services in accordance with this contract.

5 HEE'S RESPONSIBILITIES

5.1 HEE shall:

- 5.1.1 co-operate and adopt a partnership approach with the Provider in all matters relating to the Services;
- 5.1.2 appoint a manager for the Services, to work with the HEE Representative. Only the HEE Representative shall have the authority to contractually bind HEE on matters relating to the Services;
- 5.1.3 arrange Contract Management Meetings in accordance with clause 28;
- 5.1.4 arrange Review Meetings in accordance with clause 37;
- 5.1.5 provide to the Provider in a timely manner all documents, information, items and materials in any form (whether owned by HEE or third party) required under Schedule 1 or otherwise reasonably required by the Provider in connection with the Services and ensure that they are accurate and complete in all material respects;
- 5.1.6 ensure any formal communication under this contract is responded to within three (3) Business Days and which includes agreement for a detailed response within a reasonable timeframe;
- 5.1.7 provide the Funding in accordance with Schedule 2 on receipt of a valid invoice;

- 5.1.8 ensure that the Provider has access to the HEE Quality Framework;
 - 5.1.9 engage with other relevant national bodies, government, Regulators, and arm's length bodies to review the performance and suitability of the Provider to undertake education and training for HEE;
 - 5.1.10 support the Provider throughout their engagement of the Services, and ensure collaborative and partnership practice is enabled for the healthcare system, with the Provider; and
 - 5.1.11 enable, so far as reasonably possible, the sharing of best practice for all providers for the purpose of innovation and transformation of the NHS workforce, either current or future.
- 5.2 If the Provider's performance of its obligations under this contract is prevented or delayed by any act or omission of HEE, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Provider shall be allowed a proportionate extension of time to perform its obligations equal to the delay caused by HEE.
- 5.3 HEE shall provide the Provider with any reasonable and proportionate cooperation necessary to enable the Provider to comply with its obligations under this contract. The Provider shall at all times provide reasonable advance written notification to HEE of any such cooperation necessary in circumstances where such cooperation will require HEE to plan for and/or allocate specific resources in order to provide such cooperation.
- 6 PREMISES, LOCATIONS AND ACCESS**
- 6.1 The Services shall be provided at such premises and at such locations within those premises as agreed by the Parties in writing ("**Premises and Locations**").
- 6.2 Subject to the Provider and its Staff complying with all relevant policies applicable to such Premises and Locations, HEE shall (where the Premises and Locations are those of HEE) grant reasonable access to the Provider and its Staff to such Premises and Locations to enable the Provider to provide the Services.
- 6.3 Any access granted to the Provider and its Staff under this clause 6 shall be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Provider warrants that it shall carry out all such reasonable further acts to give effect to this.
- 6.4 Where it is provided for by a specific mechanism set out in Schedule 1, HEE may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism.
- 6.5 Any variations to the Premises and Locations where the Services are to be provided shall be agreed by the Parties in accordance with the Change Control Process. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

7 COOPERATION WITH THIRD PARTIES

- 7.1 The Provider shall, as reasonably required by HEE, cooperate with any other service providers to HEE and/or any other third parties as may be relevant in the provision of the Services.

8 USE OF HEE EQUIPMENT

- 8.1 Unless otherwise set out in Schedule 1 or otherwise agreed by the Parties in writing, any equipment or other items provided by HEE for use by the Provider:

- 8.1.1 shall be provided at HEE's sole discretion;
- 8.1.2 shall be inspected by the Provider in order that the Provider can confirm to its reasonable satisfaction that such equipment and/or item is fit for its intended use and shall not be used by the Provider until it has satisfied itself of this;
- 8.1.3 must be returned to HEE within any agreed timescales for such return or otherwise upon the request of HEE; and
- 8.1.4 shall be used by the Provider at the Provider's risk and the Provider shall upon written request by HEE reimburse HEE for any loss or damage relating to such equipment or other items caused by the Provider (fair wear and tear exempted).

9 CONTRACT MANAGEMENT

- 9.1 The Provider shall appoint and retain a Provider Representative and HEE shall appoint and retain a HEE Representative who shall be the primary point of contact for the other Party in relation to matters arising from this contract.
- 9.2 Should either the HEE Representative or the Provider Representative be replaced, the Party replacing the HEE Representative or the Provider Representative (as applicable) shall promptly inform the other Party in writing of the name and contact details for the new HEE Representative or Provider Representative. Any HEE Representative or the Provider Representative appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the contract.
- 9.3 The Provider confirms and agrees that it will be expected to work closely and cooperate fully with the HEE Representative.
- 9.4 Each Party shall ensure that its representatives (to include, without limitation, the HEE Representative and the Provider Representative) shall, attend Review Meetings in accordance with clause 37.
- 9.5 Each Party shall ensure that those attending such meetings have authority to make decisions regarding the day to day operation of the contract.
- 9.6 Ten (10) Business Days prior to each Review Meeting the Provider shall provide a written contract management report to HEE regarding the provision of the Services and the operation of this contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

- 9.6.1 details of the performance of the Provider when assessed in accordance with the KPIs in Schedule 3;
- 9.6.2 details of any complaints, their nature and the way in which the Provider has responded to such complaints since the last review meeting written report;
- 9.6.3 the information specified in the Services;
- 9.6.4 a status report in relation to the implementation of any current Remedial Action Plan by either Party; and
- 9.6.5 such other information as reasonably required by HEE.
- 9.7 Unless specified otherwise in the Services, HEE shall take minutes of each Review Meeting and shall circulate draft minutes to the Provider within five (5) Business Days following such Review Meeting.
- 9.8 The Provider shall inform HEE in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes.
- 9.9 If the Provider does not respond to HEE within such five (5) Business Days the minutes will be deemed to be approved.
- 9.10 Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.
- 9.11 The Provider shall provide such management information as HEE may request from time to time within five (5) Business Days of the date of the request. The Provider shall supply the management information to HEE in such form as may be specified by HEE and, where requested to do so, the Provider shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**").
- 9.12 The Provider confirms and agrees that HEE may itself provide the Third Party Body with management information relating to the Services purchased, any Funding provided under this contract, and any other information relevant to the operation of this contract.
- 9.13 Upon receipt of management information supplied by the Provider to HEE and/or the Third Party Body, or by HEE to the Third Party Body, the Parties hereby consent to the Third Party Body and HEE:
 - 9.13.1 storing and analysing the management information and producing statistics; and
 - 9.13.2 sharing the management information or any statistics produced using the management information with any other Authority.
- 9.14 If the Third Party Body and/or HEE shares the management information or any other information provided under clause 9.13, any Authority receiving the management information shall, where such management information is subject to obligations of

confidence under this contract and such management information is provided direct by HEE to such Authority, be informed of the confidential nature of that information by HEE and shall be requested by HEE not to disclose it to anybody that is not an Authority (unless required to do so by Law).

- 9.15 HEE may make changes to the type of management information which the Provider is required to supply and shall give the Provider at least one (1) month's written notice of any changes.

10 FUNDING

- 10.1 The Funding shall be calculated as set out in Schedule 2.

- 10.2 Unless otherwise stated in Schedule 2 the Funding:

10.2.1 shall be payable from the Services Commencement Date;

10.2.2 shall remain fixed during the Term; and

10.2.3 is the entire Funding payable by HEE to the Provider in respect of the Services and includes, without limitation, any licence fees, supplies and all consumables used by the Provider, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expenses arising from import and export administration.

- 10.3 Unless stated otherwise in Schedule 2:

10.3.1 the Funding profile for this contract is monthly in arrears, the Provider shall invoice HEE, within fourteen (14) Business Days of the end of each calendar month, the Funding in respect of the Services provided in compliance with this contract in the preceding calendar month; or

10.3.2 where clause 10.3.1 does not apply, the Provider shall invoice HEE for Services at any time following completion of the provision of the Services in compliance with this contract.

- 10.4 Each invoice shall contain such information of the Services delivered, including the Purchase Order number and be addressed to such individual as HEE may inform the Provider from time to time.

- 10.5 The Funding is exempt and exclusive of VAT. Which under normal circumstances is not chargeable to HEE.

- 10.6 Where HEE agree in advance to pay VAT, HEE shall pay at the prevailing rate subject to receipt from the Provider of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

- 10.7 HEE shall verify and pay each valid and undisputed invoice received within thirty (30) Business Days of receipt of such invoice at the latest. However, HEE shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets.

- 10.8 Where HEE raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) Business Days of the query being raised. No interest is permitted to be added to a future invoice.

- 10.9 If the Parties are unable to agree a resolution within thirty (30) Business Days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. No interest is permitted to be added to a future invoice.
- 10.10 HEE shall not be in breach of any of any of its Funding obligations under this contract in relation to any queried or disputed invoice sums unless the process referred to in this clause 10 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Provider and HEE has then failed to pay such sum within a reasonable period following such determination.
- 10.11 The Provider shall pay to HEE any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Funding) that may become due in accordance with the provisions of the Services. For the avoidance of doubt, HEE may invoice the Provider for such sums or deductions at any time in the event that they have not automatically been credited to HEE in accordance with the provisions of the Service Specification. Such invoices shall be paid by the Provider within thirty (30) Business Days of the date of such invoice.
- 10.12 HEE reserves the right to adjust:
- 10.12.1 any monies due to the Provider from HEE as against any monies due to HEE from the Provider under this contract; and
- 10.12.2 any monies due to HEE from the Provider as against any monies due to the Provider from HEE under this contract.
- 10.13 Where HEE is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Provider under this contract, HEE may invoice the Provider for such sums. Such invoices shall be paid by the Provider within thirty (30) Business Days of the date of such invoice.

11 INTELLECTUAL PROPERTY

- 11.1 Except as set out expressly in this contract no Party shall acquire the Intellectual Property Rights of any other Party.
- 11.2 The Provider confirms and agrees that all Intellectual Property Rights in and to the Provider Outputs, Services, materials and any other output developed by the Provider as part of the Services shall be owned by HEE.
- 11.3 The Provider hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such Provider Outputs, Services, materials and other outputs to HEE.
- 11.4 The Provider shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such Provider Outputs, Services, materials and other outputs to the Provider to give effect to clause 11.3 and that such Staff absolutely and irrevocably waive their moral rights in relation to such Provider Outputs, Services, materials and other outputs.
- 11.5 This clause 11 shall continue notwithstanding the expiry or earlier termination of this contract.
- 11.6 The Provider is hereby granted a non-exclusive, non-transferable, royalty-free, non-sublicensable right and licence to use all Intellectual Property Rights assigned

pursuant to clause 11.3 for academic and research purposes, including research involving projects funded by third parties provided that no third party shall gain any rights in or to such Intellectual Property Rights.

- 11.7 For the avoidance of doubt, the Provider is not granted any permission to use any Intellectual Property Rights licenced to it in accordance with clause 11.6 for commercial gain.
- 11.8 All Intellectual Property Rights used or owned by a Party prior to the Commencement Date ("**Background IP**") are and shall remain the exclusive property of the Party owning them (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 11.9 Each Party grants to the other a, royalty-free, non-exclusive licence to use its Background IP for the sole purpose of developing and delivering the Services but for no other purpose. Neither Party shall be entitled to grant any sub-licence over or in respect of the other Party's Background IP.
- 11.10 The Provider:
 - 11.10.1 shall indemnify HEE in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HEE arising out of or in connection with any claim brought against HEE for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Services and the Provider Outputs; and
 - 11.10.2 shall not be in breach of the warranty at clause 3.1.7, and HEE shall have no claim under the indemnity at clause 11.10.1, to the extent the infringement arises from:
 - (i) the use of HEE Materials in the development of, or the inclusion of HEE Materials in any Provider Output;
 - (ii) any modification of the Provider Outputs or Services, other than by or on behalf of the Provider; and
 - (iii) compliance with HEE's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Provider shall notify HEE if it knows or suspects that compliance with such specification or instruction may result in infringement.
- 11.11 HEE:
 - 11.11.1 warrants that the receipt and use of HEE Materials in the performance of this contract by the Provider, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

- 11.11.2 shall indemnify the Provider in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Provider arising out of or in connection with any claim brought against the Provider, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this contract of HEE Materials.
- 11.12 If either Party (the **"Indemnifying Party"**) is required to indemnify the other Party (the **"Indemnified Party"**) under this clause 11, the Indemnified Party shall:
 - 11.12.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 11.10.1 or clause 11.11.2 (as applicable) (**"IPRs Claim"**);
 - 11.12.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
 - 11.12.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Provider of the Indemnified Party's costs so incurred; and
 - 11.12.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

12 **INSURANCE**

- 12.1 Without prejudice to its obligations to HEE under this contract, including its indemnity and liability obligations, the Provider shall for the Term at its own cost take out and maintain, or procure the taking out and maintenance of the insurances as set out in this clause and any other insurances as may be required by applicable Law and/or Guidance (together the **"Insurances"**).
- 12.2 During the Term and for a period of six (6) years after the Provider ceases to have any obligations under this contract, the Provider shall maintain in force the following insurance policies with reputable insurance companies:
 - 12.2.1 public liability insurance with a limit of at least £2,000,000 a claim;
 - 12.2.2 professional indemnity insurance (which, for the avoidance of doubt, shall include cover for any clinical malpractice) with a limit of at least £5,000,000 for claims arising from a single event or series of related events in a single calendar year;

- 12.2.3 employer's liability insurance with a limit of at least [£5,000,000] for claims arising from a single event or series of related events in a single calendar year; and
 - 12.2.4 adequate insurance cover for any loss, injury and damage caused by or to any Learners (whilst on the Premises or not) in the course of providing the Services with a limit of at least £10,000,000 for claims arising from a single event or series of related events in a single calendar year.
- 12.3 The Provider confirms that the insurance taken out in accordance with this clause 12 adequately covers any losses caused by injury or death to persons (including Learners) arising from the Services including as a result of any notifiable infectious diseases as listed under the Health Protection (Notification) Regulations 2010, including, but not limited to, COVID-19.
- 12.4 During the Term, the Provider shall fulfil all duties relating to the Learners' health, safety and welfare as if it was their employer and shall comply with HEE's reasonable requests in connection with the Provider's duties in relation to the Learners.
- 12.5 The Provider shall agree with HEE the specific duties and obligations of such persons as regards Learner supervision and patient care as appropriate. For the purposes of this clause 12 and in performing the Services, the Provider agrees to be deemed to be the employer of the Learner whilst undertaking a Programme(s) and not for the purposes of employment law, save where the Learner is an Employed Learner or a secondee employed via a secondment agreement with the Provider.
- 12.6 At the commencement of this contract and from time to time thereafter at the reasonable request of HEE or the HEE Representative, the Provider shall produce evidence of the insurances obtained and maintained in accordance with this clause 12 to HEE.
- 12.7 The amount of any indemnity cover and/or self insurance arrangements shall not relieve the Provider of any liabilities under this contract. It shall be the responsibility of the Provider to determine the amount of indemnity and/or self insurance cover that will be adequate to enable it to satisfy its potential liabilities under this contract. Accordingly, the Provider shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self insurance arrangement is insufficient to cover the settlement of any claim.
- 12.8 The Provider warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 13 **LIABILITY**
- 13.1 Without prejudice to its liability to HEE for breach of any of its obligations under this contract, the Provider shall be liable for and shall indemnify HEE against any direct liability, loss, damage, costs, expenses, claims or proceedings whatsoever ("**Losses**") (subject always to an obligation upon HEE to mitigate any Losses to every reasonably practicable extent) incurred by HEE in respect of any claim against HEE, arising under any statute or otherwise in respect of:

- 13.1.1 any loss of or damage to property (whether real or personal);
 - 13.1.2 any injury to any person (including but not limited to Learners), including injury resulting in death; or
 - 13.1.3 any infectious disease present on the Premises (including but not limited to COVID-19); or
 - 13.1.4 any Losses of the Provider that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this contract except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Provider, their Staff or agents; or
 - 13.1.5 any material or non-material damage to any person as a result of infringement of the Data Protection Legislation, arising directly out of any act or omission or breach of this contract by the Provider (which expression shall in the remainder of this clause include its servants, agents, contractors or any other person who at the request of the Provider is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Provider under this contract) save to the extent caused (or contributed to) by any act or omission or breach of contract by HEE.
- 13.2 Upon the expiry or earlier termination of this contract, the Provider shall ensure that any ongoing liability it has or may have arising out of this contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.
- 14 LIMITATION OF LIABILITY**
- 14.1 Subject to clause 13, the limit of the Provider's liability to HEE for any claim arising under this contract shall be limited to a maximum of 120% of the total Funding provided under this contract in pounds sterling in aggregate for all occurrences or series of occurrences in any year of the Term.
- 14.2 Subject to clause 13, HEE's total liability to the Provider for any and all claims arising under this contract shall be limited to the total Funding.
- 14.3 Nothing in this contract shall exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited by reason of law.
- 14.4 Neither Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.5 HEE has no responsibility for any other costs incurred by the Provider in connection with the Services and/or the Programme(s) to which the Funding relates, and the Provider must indemnify and keep HEE indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities that result from or arise out of the Provider's acts or omissions in relation to the Services and/or the Programme(s) or its duties to third parties.
- 14.6 The Provider shall further indemnify HEE against any costs, claims or other liabilities:

- 14.6.1 which arise in relation to or in connection with any acts or omissions by any Learners during their attendance on an enrolled Programme of education pursuant to this contract; and
 - 14.6.2 which HEE incurs as a direct result of the Provider's act or omission in assessing any Staff suitability to work alongside or to supervise Learners in the course of undertaking any Programme of education pursuant to this contract.
- 14.7 For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:
 - 14.7.1 extra costs incurred purchasing replacement or alternative services;
 - 14.7.2 the costs of extra management time; and/or
 - 14.7.3 costs incurred as a result of a Data Loss Event, including the costs of informing Data Subjects of the Data Loss Event

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this contract.
- 14.8 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 this contract.
- 15 **TERMINATION**
 - 15.1 Without affecting any other right or remedy available to it, HEE may terminate this contract or any part of the Services at any time on six (6) months' written notice, but may in its absolute discretion terminate on three (3) months' written notice. HEE will consider the impact on the Provider and the healthcare system in making the decision for termination on three (3) months, and share this decision publicly.
 - 15.2 Without affecting any other right or remedy available to it, the Provider may terminate this contract or any part of the Services at any time with the written agreement of HEE and providing twelve (12) months' notice in writing. In partnership with the Provider and at the discretion of HEE this notice period may be reduced where it is reasonable to HEE to do so, provided that twelve (12) months' notice has been provided.
 - 15.3 Without affecting any other right or remedy available to it, either Party may terminate this contract with immediate effect by giving written notice to the other Party if:
 - 15.3.1 the other Party commits a material breach of any term of this contract and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Business Days after being notified in writing to do so;
 - 15.3.2 the other Party repeatedly breaches any of the terms of this contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this contract;

- 15.3.3 where the Provider is an NHS Trust or NHS Foundation Trust, the Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act 2006;
 - 15.3.4 the Provider is in receipt of a quality report from any Regulator which has material adverse implications for the provision of any of the Services, where a Remedial Action Plan has not been agreed and enforced;
 - 15.3.5 the Provider is subject to an Insolvency Event or otherwise its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this contract is in jeopardy; and/or
 - 15.3.6 the Secretary of State for Health and Social Care no longer authorises and/or funds HEE to commission, and manage the provision of Funding in a manner as envisaged by this contract.
- 15.4 For the purposes of clause 15.3.1 **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:
- 15.4.1 a substantial portion of this contract; or
 - 15.4.2 any number of the obligations set out in the contract,
- over the term of this contract in deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 15.5 Without affecting any other right or remedy available to it, the Provider may terminate this contract with immediate effect by giving written notice to HEE if HEE fails to pay any amount due under this contract on the due date for payment and remains in default not less than forty (40) Business Days after being notified in writing to make such payment. No interest is payable on these amounts.
- 15.6 The termination of this contract for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.
- 15.7 HEE may terminate this contract forthwith by issuing a Termination Notice to the Provider if:
- 15.7.1 the Provider does not commence delivery of the Services by any Long Stop Date;
 - 15.7.2 the contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
 - 15.7.3 HEE has become aware that the Provider should have been excluded under regulation 57(1) – (4) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this contract;
 - 15.7.4 the contract should not have been awarded to the Provider in view of a serious infringement of obligations under European law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU; or

- 15.7.5 there has been a failure by the Provider and/or one its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Provider's Sub-contractors, HEE may request the replacement of such Sub-contractor and the Provider shall comply with such request as an alternative to HEE terminating this contract under this clause 15.7.5;
 - 15.7.6 the Provider, or any third party guaranteeing the obligations of the Provider under this contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
 - 15.7.7 the Provider undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of HEE and HEE shall be entitled to withhold such consent if, in the reasonable opinion of HEE, the proposed change of control will have a material impact on the performance of this contract or the reputation of HEE;
 - 15.7.8 the Provider purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this contract;
 - 15.7.9 the warranty given by the Provider is materially untrue; or
 - 15.7.10 the Provider breaches its obligation to notify HEE of any Occasion of Tax Non-Compliance.
- 15.8 If HEE, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Provider and/or any third party guaranteeing the obligations of the Provider under this contract and/or any material Sub-contractor of the Provider when compared to any information provided to and/or assessed by HEE as part of any procurement process or other due diligence leading to the award of this contract to the Provider or the entering into a Sub-contract by the Provider, the following process shall apply:
- 15.8.1 HEE may (but shall not be obliged to) give notice to the Provider requesting adequate financial or other security and/or assurances for due performance of its material obligations under this contract on such reasonable and proportionate terms as HEE may require within a reasonable time period as specified in such notice;
 - 15.8.2 a failure or refusal by the Provider to provide any financial or other security and/or assurances requested in accordance with clause 15.8.1 in

accordance with any reasonable timescales specified in any such notice issued by HEE shall be deemed a breach of this contract by the Provider and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and

- 15.8.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, HEE to terminate this contract.
- 15.9 In order that HEE may act reasonably in exercising its discretion in accordance with clause 15.8.1, the Provider shall provide HEE with such reasonable and proportionate up-to-date financial or other information relating to the Provider or any relevant third party entity upon request.
- 15.10 Within six (6) months of the Commencement Date the Provider shall develop and agree an exit plan with HEE consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this contract. The Provider shall provide HEE with the first draft of an exit plan within four (4) months of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this contract.
- 15.11 If the Parties cannot agree an exit plan in accordance with the timescales set out in clause 15.10 (such agreement not to be unreasonably withheld or delayed), such failure to agree shall be deemed a Dispute, which shall be referred to and resolved in accordance with the Dispute Resolution Procedure.

16 OBLIGATIONS ON TERMINATION AND SURVIVAL

- 16.1 Upon expiry or earlier termination of this contract, HEE agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this contract prior to expiry or earlier termination of this contract.
- 16.2 Immediately following expiry or earlier termination of this contract and/or in accordance with any timescales as set out in the agreed exit plan:
 - 16.2.1 the Provider shall comply with its obligations under any agreed exit plan;
 - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services and all other items provided on loan or otherwise to the Provider by HEE shall be delivered by the Provider to HEE provided that the Provider shall be entitled to keep copies to the extent that: (a) the content does not relate solely to the Services; (b) the Provider is required by Law and/or Guidance to keep copies; or (c) the Provider was in possession of such data, documents and records prior to the Commencement Date; and
 - 16.2.3 any Personal Data Processed by the Provider on behalf of HEE shall be returned to HEE or destroyed in accordance with the relevant provisions of the Data Protection Protocol.
- 16.3 In the event that upon termination of this contract, there remain any Learners who are still on a Programme of education / training pursuant to this contract, subject to the provisions of clause 16.4, the terms of this contract shall remain in full force and effect in relation to such Learners until their Programmes of education / training have

completed, or, if this is not feasible, the Provider will, with the agreement of HEE in writing, organise alternative provision of a comparable standard and quality.

- 16.4 During the Residual Contract Period the Provider shall complete the delivery of all Programmes of education / training for Learners who have not, upon the expiry or termination of this contract, completed the same unless agreed to the contrary with HEE.
- 16.5 The Provider shall retain all data relating to the provision of the Services that are not transferred or destroyed pursuant to clause 16.2.3 for a maximum of 6 years from termination or expiry of this contract.
- 16.6 The Provider shall cooperate fully with HEE or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this contract. This cooperation shall extend to providing access to all information relevant to the operation of this contract, as reasonably required by HEE to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
- 16.7 The expiry or earlier termination of this contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.
- 16.8 The expiry or earlier termination of this contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 COMPLAINTS

- 17.1 To the extent relevant to the Services, the Provider shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 17.2 Each Party shall inform the other of all complaints arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner of resolution of any such complaints.

18 SUSTAINABLE DEVELOPMENT

- 18.1 The Provider shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Provider shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Service Specification. Without prejudice to the generality of the foregoing, the Provider shall:
- 18.1.1 comply with all Policies and/or procedures and requirements set out in the Service Specification in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Provider's supply chain;
- 18.1.2 maintain relevant policy statements documenting the Provider's significant labour, social and environmental aspects as relevant to the Services being

provided and as proportionate to the nature and scale of the Provider's business operations; and

- 18.1.3 maintain plans and procedures that support the commitments made as part of the Provider's significant labour, social and environmental policies, as referred to at clause 18.1.1.

- 18.2 The Provider shall meet reasonable requests by HEE for information evidencing the Provider's compliance with the provisions of this clause 18.

19 ELECTRONIC SERVICES INFORMATION

- 19.1 Where requested by HEE, the Provider shall provide HEE the Services Information in such manner and upon such media as agreed between the Provider and HEE from time to time for the sole use by HEE.

- 19.2 The Provider warrants that the Services Information is complete and accurate as at the date upon which it is delivered to HEE and that the Services Information shall not contain any data or statement which gives rise to any liability on the part of HEE following publication of the same.

- 19.3 If the Services Information ceases to be complete and accurate, the Provider shall promptly notify HEE in writing of any modification or addition to or any inaccuracy or omission in the Services Information.

- 19.4 The Provider grants HEE a perpetual, non-exclusive, royalty free licence to use and exploit the Services Information and any Intellectual Property Rights in the Services Information for the purpose of illustrating the range of goods and services (including, without limitation, the Services) available pursuant to HEE's contracts from time to time. Subject to clause 19.5, no obligation to illustrate or advertise the Services Information is imposed on HEE, as a consequence of the licence conferred by this clause 19.4.

- 19.5 HEE may reproduce for its sole use the Services Information provided by the Provider in HEE's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on HEE's external website and/or made available on other digital media from time to time.

- 19.6 Before any publication of the Services Information (electronic or otherwise) is made by HEE, HEE will submit a copy of the relevant sections of HEE's services catalogue to the Provider for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Provider shall have no right to compel HEE to exhibit the Services Information in any services catalogue as a result of the approval given by it pursuant to this clause 19.6 or otherwise under the terms of this contract.

- 19.7 If requested in writing by HEE, and to the extent not already agreed as part of the Service Specification, the Provider and HEE shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

20 PUBLICITY AND NHS BRANDING

- 20.1 Subject to clause 20.2, the Provider must not, without the prior written consent of HEE, apply NHS branding or HEE's name or logo to the Services, and must obtain the HEE's prior written approval (not to be unreasonably withheld) for any publicity in connection with the Provider's receipt of the Funding.

- 20.2 For all activity relating to the Services (including, but not limited to any activity in connection with the Provider's receipt of the Funding), the Provider shall make clear on all publications, notices, and communications, that the Services are HEE-funded Services. HEE permits the Provider's use of the HEE logo for the sole purpose of its compliance with this clause. Such use of the HEE logo must comply with the NHS Branding Guidelines and this clause 20.
- 20.3 If HEE does permit the Provider to use NHS branding, its name or logo in connection with the Services, that permission is limited to the purposes and duration communicated to the Provider by HEE and the Provider must comply with the NHS Branding Guidelines.
- 20.4 Goodwill in the Services, to the extent branded as NHS services, shall belong separately to both the Secretary of State and the Provider. The Provider may enforce its rights in its own branding even if it includes the NHS Brand. The Provider must provide whatever assistance the Secretary of State may reasonably require to allow the Secretary of State to maintain and enforce his rights in respect of the NHS Brand.
- 20.5 The Provider shall not request any endorsement in any form whatsoever from HEE staff (which includes any person employed or engaged by HEE) ("**HEE Staff**") in relation to the Provider's products and/or Services, or use any comments made by any member of HEE Staff in relation to the Provider's products and/or Services, in any publicity, marketing or on any website, including the Provider's website or social media, without the prior express written permission of HEE.

21 **ADVERTISEMENTS AND MARKETING**

- 21.1 Unless otherwise agreed by HEE, no disclosure, announcement, advertisement or publication or any form of marketing or public relations exercise in connection with this contract or the existence of this contract and the Parties to it or them shall be made by or on behalf of a Party to this contract without the approval of HEE in writing. For the avoidance of doubt, the provisions of this clause 21 shall in no way preclude the Provider from advertising, publishing or announcing in any way the details of the healthcare or education services it delivers.

22 **FORCE MAJEURE**

- 22.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including (having regard to Emergency Preparedness, Resilience and Response guidance) without limitation:

- 22.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 22.1.2 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 22.1.3 nuclear, chemical or biological contamination or sonic boom;
- 22.1.4 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to provide a necessary licence or consent;
- 22.1.5 collapse of buildings, fire, explosion or accident;

- 22.1.6 any labour or trade dispute, strikes, industrial action or lockouts; and/or
- 22.1.7 non-performance by Providers and interruption or failure of utility service.
- 22.2 For the avoidance of doubt, a Force Majeure Event does not include an epidemic, pandemic, or other incidents which have been planned under NHS Emergency Preparedness, Resilience and Response requirements. Providers are required to work in partnership to identify these events and to collaborate with HEE to comply with any national guidance issued in these circumstances.
- 22.3 Provided it has complied with clause 22.5, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 22.4 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 22.5 The Affected Party shall:
 - 22.5.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 Business Days from its start, notify HEE in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this contract; and
 - 22.5.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 22.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the Party not affected by the Force Majeure Event may terminate this contract by giving 4 weeks' written notice to the Affected Party.
- 22.7 All Regulator, NHS and HEE notices should be adhered to by the Provider in the event of a Force Majeure Event.

23 COSTS AND EXPENSES

- 23.1 Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this contract.

24 DISPUTE RESOLUTION PROCEDURE

- 24.1 If a dispute arises out of or in connection with this contract or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this contract, the Parties shall follow the procedure set out in this clause:
 - 24.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the HEE Representative and the Provider Representative shall attempt in good faith to resolve the Dispute;

- 24.1.2 if the HEE Representative and Provider Representative are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a Director of HEE and a senior director of the Provider who shall attempt in good faith to resolve it;
 - 24.1.3 if the Director of HEE and the senior director of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Dispute shall be referred to the CEO of HEE and the CEO of the Provider who shall attempt in good faith to resolve it; and
 - 24.1.4 if the CEO of HEE and the CEO of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation shall start not later than thirty (30) days after the date of the ADR notice.
- 24.2 No Party may commence any court proceedings under clause 46.11 (in relation to the whole or part of the Dispute until thirty (30) Business Days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 24.3 If the Dispute is not resolved within thirty (30) Business Days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of thirty (30) Business Days, or the mediation terminates before the expiration of the said period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 46.11.

25 **QUALITY AND PERFORMANCE REQUIREMENTS**

- 25.1 The Provider shall provide the Services, and meet the Quality and Performance Requirements in accordance with Schedule 3 and the HEE Quality Framework.

26 **CONTRACT MANAGEMENT**

- 26.1 If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality and Performance Requirement and the Provider fails to meet the Quality and Performance Requirement, HEE shall be entitled to exercise the agreed consequence immediately and without issuing a Contract Performance Notice, irrespective of any other rights HEE may have under this clause 26.
- 26.2 The provisions of this clause 26 do not affect any other rights and obligations the Parties may have under this contract.

27 **CONTRACT PERFORMANCE NOTICE**

- 27.1 If HEE believes that the Provider has failed or is failing to comply with any obligation on its part under this contract it may issue a Contract Performance Notice to the Provider.
- 27.2 If the Provider believes that HEE has failed or is failing to comply with any obligation on its part under this contract it may issue a Contract Performance Notice to HEE.

28 CONTRACT MANAGEMENT MEETING

- 28.1 Unless the Contract Performance Notice has been withdrawn, HEE and the Provider must meet to discuss the Contract Performance Notice and any related issues within ten (10) Business Days following the date of the Contract Performance Notice.
- 28.2 At the Contract Management Meeting HEE and the Provider must ensure that HEE Representative and the Provider Representative are in attendance (including representatives from the quality, finance, and performance and operations department of HEE) and agree either:
- 28.2.1 that the Contract Performance Notice is withdrawn; or
 - 28.2.2 to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.
- 28.3 If HEE and the Provider cannot agree on either course of action, they must undertake a Joint Investigation.

29 JOINT INVESTIGATION

- 29.1 If a Joint Investigation is to be undertaken:
- 29.1.1 HEE and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than two (2) months) and the appropriate representatives from each relevant Party to participate in the Joint Investigation as well as HEE Representative and the Provider Representative; and
 - 29.1.2 HEE and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.
- 29.2 On completion of a Joint Investigation, HEE and the Provider must produce and agree a JI Report. The JI Report must include a recommendation to be considered at the next Review Meeting that either:
- 29.2.1 the Contract Performance Notice be withdrawn; or
 - 29.2.2 a Remedial Action Plan be agreed and implemented.
- 29.3 Either HEE or the Provider may require a Review Meeting to be held at short notice within five (5) Business Days to consider a JI Report.

30 REMEDIAL ACTION PLAN

- 30.1 If a Remedial Action Plan is to be implemented, HEE and the Provider must agree the contents of the Remedial Action Plan within:
- 30.1.1 five (5) Business Days following the Contract Management Meeting; or
 - 30.1.2 five (5) Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause 29.2.2,
- as appropriate.
- 30.2 The Remedial Action Plan must set out:

- 30.2.1 actions required and which Party is responsible for completion of each action to remedy the failure in question and the date by which each action must be completed;
 - 30.2.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and for how long it must be maintained; and
 - 30.2.3 any agreed reasonable and proportionate financial sanctions or other consequences for any Party for failing to complete any agreed action and/or to achieve and maintain any agreed improvement (any financial sanctions applying to the Provider not to exceed in aggregate 20% of the Actual Monthly Value in any month in respect of any Remedial Action Plan).
- 30.3 If a Remedial Action Plan is agreed during the final year of the Term, that Remedial Action Plan may specify a date by which an action is to be completed or an improvement is to be achieved or a period for which an improvement is to be maintained falling or extending after the Expiry Date, with a view to that Remedial Action Plan being incorporated in an SDIP under a subsequent contract between HEE and the Provider for delivery of services the same or substantially the same as the Services.
- 30.4 The Provider and HEE must implement the actions and achieve and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the Remedial Action Plan.
- 30.5 HEE and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. HEE and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.
- 30.6 Each Party shall bear its own costs in relation to any Joint Investigation.

31 IMPLEMENTATION AND BREACH OF REMEDIAL ACTION PLAN

- 31.1 If, following implementation of a Remedial Action Plan, the agreed actions have been completed and the agreed improvements achieved and maintained, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed.

32 EXCEPTION REPORT

- 32.1 If a Party fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan and does not remedy that failure within five (5) Business Days following receipt of notice requiring it to do so, the Provider or HEE (as the case may be) may issue an Exception Report:

- 32.1.1 to the relevant Party's chief executive and/or Governing Body; and/or
- 32.1.2 (if it reasonably believes it is appropriate to do so) to any appropriate Regulator,

in order that each of them may take whatever steps they think appropriate.

33 WITHHOLDING OF FUNDING AT EXCEPTION REPORT FOR BREACH OF REMEDIAL ACTION PLAN

33.1 If the Provider fails to complete an action required of it, or to deliver the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan:

33.1.1 (if the Remedial Action Plan does not itself provide for a withholding or other financial sanction in relation to that failure) HEE may, when issuing an Exception Report, withhold in respect of each action not completed or improvement not met, a reasonable and proportionate sum of up to 5% of the Actual Monthly Value, from the date of issuing the Exception Report and for each month the Provider's breach continues and/or the required improvement has not been achieved and maintained, subject to a maximum monthly withholding in relation to each Remedial Action Plan of 50% of the Actual Monthly Value; and

33.1.2 HEE must pay the Provider any Funding withheld under clause 33.1.1 within ten (10) Business Days following HEE's confirmation that the breach of the Remedial Action Plan has been rectified and/or the required improvement has been achieved and maintained. No interest shall be payable on those sums.

34 RETENTION OF SUMS WITHHELD FOR BREACH OF REMEDIAL ACTION PLAN

34.1 If, twenty (20) Business Days after an Exception Report has been issued under clause 32.1, the Provider remains in breach of a Remedial Action Plan, HEE may notify the Provider that any Funding withheld under clause 33.1.1 is to be retained permanently by HEE.

35 UNJUSTIFIED WITHHOLDING OR RETENTION OF FUNDING

35.1 If HEE withholds sums under clause 33.1.1 or HEE retain sums under clause 34.1, and within twenty (20) Business Days of the date of that withholding or retention the Provider produces evidence satisfactory to HEE that the relevant sums were withheld or retained unjustifiably, HEE must pay those sums to the Provider within ten (10) Business Days following the date of HEE's acceptance of that evidence, no interest shall be payable on these sums. If HEE does not accept the Provider's evidence the Provider may refer the matter to the Dispute Resolution Procedure at clause 24.

36 RETENTION OF FUNDING WITHHELD ON EXPIRY OR TERMINATION OF THIS CONTRACT

36.1 If the Provider does not agree a Remedial Action Plan:

36.1.1 within six (6) months following the expiry of the relevant time period set out in clause 30.1; or

36.1.2 before the Expiry Date or earlier termination of this contract,

whichever is the earlier, HEE may notify the Provider that any Funding withheld under clause 33.1.1 is to be retained permanently by HEE.

36.2 If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this contract, HEE may notify the Provider that any Funding withheld under clause 33.1.1 is to be retained permanently by HEE.

37 REVIEW MEETINGS

- 37.1 Review Meetings are to take place as specified in Schedule 1 between HEE and the Provider, unless the following conditions are met:
- 37.1.1 HEE is assured of the delivery of Services, and that it meets the conditions of this contract, and all regulatory conditions, and that regular communication has taken place between Provider and HEE, in which case the Provider and HEE may agree to formally note that conditions are met and a formal Review Meeting shall not take place, in these circumstances a letter of confirmation shall be provided from HEE to the Provider; and
 - 37.1.2 the Provider submits a bi-annual return on their progress with the conditions of this contract, the contents of which are satisfactory to HEE.
- 37.2 HEE may, in its absolute discretion, continue with a Review Meeting even when the conditions in clause 37.1 are considered to be met, as part of good governance and accountability practice.
- 37.3 Extra-ordinary Review Meetings may be called by HEE or the Provider, giving ten (10) Business Days' written notice. In these circumstances the calling Party shall issue an agenda to the other Party within five (5) Business Days of the meeting.
- 37.4 A Review Meeting shall be convened with representatives from the quality, finance, and performance and operations department of HEE.
- 37.5 HEE may determine at its absolute discretion to hold a Review Meeting via the submission of a paper review, rather than an in person formal attendance. The Provider may request that an in person formal attendance Review Meeting proceeds setting out its justification to HEE in writing.

38 RECORDS RETENTION AND RIGHT OF AUDIT

- 38.1 Subject to any statutory requirement, the Provider shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this contract.
- 38.2 HEE shall have the right to audit the Provider's compliance with this contract. The Provider shall permit or procure permission for HEE or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Provider's compliance with its obligations under this contract.
- 38.3 Should the Provider Sub-contract any of its obligations under this contract, HEE shall have the right to audit and inspect such third party. The Provider shall procure permission for HEE or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Provider's obligations under this contract that are Sub-contracted to such third party. The Provider shall cooperate with such audit and inspection and accompany HEE or its authorised representative if requested.

- 38.4 The Provider shall grant to HEE or its authorised representative, such access to those records as they may reasonably require in order to check the Provider's compliance with this contract for the purposes of:
- 38.4.1 the examination and certification of HEE's accounts; or
 - 38.4.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which HEE has used its resources.
- 38.5 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Provider and may require the Provider to provide such oral and/or written explanations as they consider necessary. This does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Provider under sections 6(3)(d) and 6(5) of the National Audit Act 1983.
- 38.6 The Provider shall provide reasonable cooperation to HEE, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this contract.
- 38.7 The Provider shall provide all reasonable information as may be reasonably requested by HEE to evidence the Provider's compliance with the requirements of this contract.
- 38.8 On the request of the Department of Health and Social Care, NHS England, NHS Improvement, NHSCFA, any regulatory body or HEE, the Provider must allow NHSCFA or any Local Counter Fraud Specialist, as soon as it is reasonably practicable and in any event not later than 5 Business Days following the date of the request, access to:
- 38.8.1 all property, premises, information (including records and data) owned or controlled by the Provider; and
 - 38.8.2 all Staff who may have information,
- 38.9 which is relevant to the detection and investigation of cases of bribery, Fraud or corruption, directly or indirectly in connection with this contract.

39 **CONFLICTS OF INTEREST AND THE PREVENTION OF FRAUD**

- 39.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff are placed in a position where, in the reasonable opinion of HEE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to HEE under the provisions of this contract. The Provider will disclose to HEE full particulars of any such conflict of interest which may arise.
- 39.2 HEE reserves the right to terminate this contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of HEE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to HEE under the provisions of this contract. The actions of HEE pursuant to this clause 39 shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to HEE.

39.3 The Provider shall take all reasonable steps to prevent Fraud by Staff and the Provider (including its owners, members and directors). The Provider shall notify HEE immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

39.4 If the Provider or its Staff commits Fraud HEE may terminate this contract and recover from the Provider the amount of any direct loss suffered by HEE resulting from the termination.

40 **EQUALITY AND HUMAN RIGHTS**

40.1 The Provider shall:

40.1.1 ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

40.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with HEE in light of HEE's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Provider shall take such reasonable and proportionate steps as HEE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

40.1.3 the Provider shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Provider by this clause 40.

40.2 The Provider shall meet reasonable requests by HEE for information evidencing the Provider's compliance with the provisions of this clause 40.

40.3 The Provider shall perform its obligations under this contract in accordance with:

40.3.1 the Equality Act 2010 and any other equality applicable Law and/or Guidance (whether in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and sexual orientation);

40.3.2 the Provider's equality and diversity policy which must be consistent with HEE's equality and diversity policy available on the HEE website; and

40.3.3 any other requirements and instructions which HEE reasonably imposes in connection with any equality obligations imposed on HEE at any time under equality Law and/or Guidance; and

40.3.4 take all necessary steps, and inform HEE of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

- 40.4 The Provider shall (and shall use its reasonable endeavours to procure that its Staff shall) at all times comply with the provisions of the HRA in the performance of the contract.
- 40.5 The Provider shall undertake, or refrain from undertaking, such acts as HEE requests so as to enable HEE to comply with its obligations under the HRA.
- 40.6 Where the Provider is an NHS Trust or an NHS Foundation Trust, the Provider shall implement EDS2 and WRES.
- 40.7 The Provider and HEE will work in partnership to address any equality, diversity and inclusivity matters relating to education and training.

41 **NOTICES**

- 41.1 Any notice or other communication given to a Party under or in connection with this contract shall be in writing and shall be:
 - 41.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 41.1.2 sent by email to the address specified at the beginning of this contract.
- 41.2 Any notice or communication shall be deemed to have been received:
 - 41.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 41.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
 - 41.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 41.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42 **ASSIGNMENT, NOVATION AND SUB-CONTRACTING**

- 42.1 The Provider shall not, except where clause 42.2 applies, assign, Sub-contract, novate, create a trust in, or in any other way dispose of the whole or any part of this contract without the prior consent in writing of HEE such consent not to be unreasonably withheld or delayed. If the Provider Sub-contracts any of its obligations under this contract, every act or omission of the Sub-contractor shall for the purposes of this contract be deemed to be the act or omission of the Provider and the Provider shall be liable to HEE as if such act or omission had been committed or omitted by the Provider itself.
- 42.2 Notwithstanding clause 42.1, the Provider may assign to a third party ("**Assignee**") the right to receive Funding due and owing to the Provider under this contract for which an invoice has been issued. Any assignment under this clause 42.2 shall be subject to:
 - 42.2.1 all related rights of HEE in relation to the recovery of sums due but unpaid;

- 42.2.2 HEE receiving notification of the assignment and the date upon which the assignment becomes effective together with the Assignee's contact information and bank account details to which HEE shall make payment;
 - 42.2.3 the provisions of clause 10 continuing to apply in all other respects after the assignment which shall not be amended without the prior written approval of HEE; and
 - 42.2.4 payment to the Assignee being full and complete satisfaction of HEE's obligation to pay the relevant sums in accordance with this contract.
- 42.3 Any authority given by HEE for the Provider to Sub-contract any of its obligations under this contract shall not impose any duty on HEE to enquire as to the competency of any authorised Sub-contractor. The Provider shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with this contract.
- 42.4 Where the Provider enters into a Sub-contract in respect of any of its obligations under this contract relating to the provision of the Services, the Provider shall include provisions in each such Sub-contract, unless otherwise agreed with HEE in writing, which:
 - 42.4.1 contain at least equivalent obligations as set out in this contract in relation to the performance of the Services to the extent relevant to such Sub-contracting;
 - 42.4.2 contain at least equivalent obligations as set out in this contract in respect of confidentiality, information security, data protection, Intellectual Property Rights, compliance with Law and Guidance and record keeping;
 - 42.4.3 contain a prohibition on the Sub-contractor Sub-contracting, assigning or novating any of its rights or obligations under such Sub-contract without the prior written approval of HEE (such approval not to be unreasonably withheld or delayed);
 - 42.4.4 contain a right for HEE to take an assignment or novation of the Sub-contract (or part of it) upon expiry or earlier termination of this contract;
 - 42.4.5 requires the Provider or other party receiving services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 42.4.6 provides that if the Provider or other party fails to consider and verify an invoice in accordance with clause 42.4.5 the invoice shall be regarded as valid and undisputed for the purpose of clause 42.4.5 after a reasonable time has passed;
 - 42.4.7 requires the Provider or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 42.4.8 permitting the Provider to terminate, or to procure the termination of, the relevant Sub-contract where the Provider is required to replace such Sub-contractor in accordance with clause 42.5; and

- 42.4.9 requires the Sub-contractor to include a clause to the same effect as this clause 42.4 in any Sub-contract which it awards.
- 42.5 Where HEE considers that the grounds for exclusion under regulation 57 of the Public Contracts Regulations 2015 apply to any Sub-contractor, then:
 - 42.5.1 if HEE finds there are compulsory grounds for exclusion, the Provider shall ensure, or shall procure, that such Sub-contractor is replaced or not appointed; or
 - 42.5.2 if HEE finds there are non-compulsory grounds for exclusion, HEE may require the Provider to ensure, or to procure, that such Sub-contractor is replaced or not appointed and the Provider shall comply with such a requirement.
- 42.6 The Provider shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed. Where HEE pays the Provider's valid and undisputed invoices earlier than thirty (30) days from verification in accordance with any applicable government prompt payment targets, the Provider shall use its reasonable endeavours to pay its relevant Sub-contractors within a comparable timeframe from verifying that an invoice is valid and undisputed.
- 42.7 HEE shall upon written request have the right to review any Sub-contract entered into by the Provider in respect of the provision of the Services and the Provider shall provide a certified copy of any Sub-contract within five (5) Business Days of the date of a written request from HEE. For the avoidance of doubt, the Provider shall have the right to redact any confidential pricing information in relation to such copies of Sub-contracts.
- 42.8 HEE may at any time transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this contract or any part of this contract and the Provider warrants that it will carry out all such reasonable further acts required to effect such transfer, assignment, novation, sub-contracting or disposal. If HEE novates this contract to any body that is not a Contracting Authority, from the effective date of such novation, the party assuming the position of HEE shall not further transfer, assign, novate, sub-contract or otherwise dispose of its rights and obligations under this contract or any part of this contract without the prior written consent of the Provider, such consent not to be unreasonably withheld or delayed by the Provider.
- 43 **PROHIBITED ACTS**
- 43.1 The Provider warrants and represents that:
 - 43.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):
 - (i) offered, given or agreed to give any officer or employee of HEE any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with HEE or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with HEE; or

- (ii) in connection with this contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to HEE; and

43.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

43.2 If the Provider or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Provider in relation to this or any other agreement with HEE:

43.3 HEE shall be entitled:

- (i) to terminate this contract and recover from the Provider the amount of any loss resulting from the termination;
- (ii) to recover from the Provider the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Provider any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

43.4 any termination under clause 43.3 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to HEE; and

43.5 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:

- (i) the interpretation of clause 43, or
- (ii) the amount or value of any gift, consideration or commission,

shall be determined by HEE, acting reasonably, and the decision shall be final and conclusive.

44 **CHANGE CONTROL**

44.1 Where HEE or the Provider sees a need to change this contract, HEE may at any time request, and the Provider may at any time recommend, such Change only in accordance with the Change Control Process set out in this clause 44 and clause 45.

44.2 Until such time as a Change is made in accordance with the Change Control Process, HEE and the Provider shall, unless otherwise agreed in writing, continue to perform this contract in compliance with its terms prior to such Change.

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

44.4 Any work undertaken by the Provider and the Provider's Staff which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this clause 44 and clause 45 shall be undertaken entirely at the expense and liability of the Provider.

45 **PROCEDURE**

- 45.1 Discussion between HEE and the Provider concerning a Change shall result in any one of the following:
- 45.1.1 no further action being taken; or
 - 45.1.2 a request to change this contract by HEE; or
 - 45.1.3 a recommendation to change this contract by the Provider.
- 45.2 Where a written request for an amendment is received from HEE, the Provider shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Provider to HEE within three (3) weeks of the date of the request.
- 45.3 A recommendation to amend this contract by the Provider shall be submitted directly to HEE in the form of two copies of a Change Control Note signed by the Provider at the time of such recommendation. HEE shall give its response to the Change Control Note within three (3) weeks.
- 45.4 Each Change Control Note shall contain:
- 45.4.1 the title of the Change;
 - 45.4.2 the originator and date of the request or recommendation for the Change;
 - 45.4.3 the reason for the Change;
 - 45.4.4 full details of the Change, including any specifications;
 - 45.4.5 the price, if any, of the Change;
 - 45.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
 - 45.4.7 a schedule of Funding if appropriate;
 - 45.4.8 details of the likely impact, if any, of the Change on other aspects of this contract including:
 - (iii) the timetable for the provision of the Change;
 - (iv) the personnel to be provided;
 - (v) the Funding;
 - (vi) the training to be provided;
 - (vii) working arrangements; and
 - (viii) other contractual issues;
 - (ix) the date of expiry of validity of the Change Control Note; and
 - (x) provision for signature by HEE and the Provider.

45.5 For each Change Control Note submitted by the Provider HEE shall, within the period of the validity of the Change Control Note:

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

45.5.2 evaluate the Change Control Note and, as appropriate:

(xi) request further information; or

(xii) arrange for two copies of the Change Control Note to be signed by or on behalf of HEE and return one of the copies to the Provider; or

(xiii) notify the Provider of the rejection of the Change Control Note.

45.6 A Change Control Note signed by HEE and by the Provider shall constitute an amendment to the contract.

45.7 Any Changes to this contract, including to the Services, shall be recorded and agreed in writing in the Change Control Notification form detailed in Schedule 6.

46 GENERAL

46.1 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

46.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

46.3 Each of the Parties is independent of the other and nothing contained in this contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this contract.

46.4 Failure or delay by either Party to exercise an option or right conferred by this contract shall not of itself constitute a waiver of such option or right.

46.5 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

46.6 Any provision of this contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

46.7 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the

representation, undertaking or warranty relied upon is set out in this contract or unless such representation, undertaking or warranty was made fraudulently.

- 46.8 The rights and remedies provided in this contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this contract or by any other contract or document. In this clause 46.8 right includes any power, privilege, remedy, or proprietary or security interest.
- 46.9 Unless otherwise expressly stated in this contract, a person who is not a party to this contract shall have no right to enforce any terms of it which confer a benefit on such person except that a third party may directly enforce any indemnities or other rights provided to it under this contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this contract.
- 46.10 This contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this contract or any variation to this contract, contain the entire understanding between the Provider and HEE relating to the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this contract. Nothing in this contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in HEE's procurement documentation leading to the award of this contract shall form part of this contract.
- 46.11 This contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 46.12 Subject to clause 24, the Parties irrevocably agree that the courts of England and Wales shall have the exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this contract or its subject matter.
- 46.13 All written and oral communications and all written material referred to under this contract shall be in English.

SCHEDULE 1 - SERVICES SPECIFICATION AND TENDER SUBMISSIONS

PROVIDER CONTRACT MANAGER:

HEE CONTRACT MANAGER:

Name	
Contact details	
Role	

ESCALATION LEVEL – SENIOR MANAGER (PROVIDER):

ESCALATION LEVEL – SENIOR MANAGER (HEE):

Level	HEE Representative
1	
2	
3	

SERVICES COMMENCEMENT DATE: 1st November 2022

EXTENSION: This contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15 (Termination), for 3 years (“**Initial Term**”), when it shall terminate automatically without notice unless, no later than 6 months before the end of the Initial Term (or any Extended Term agreed under this paragraph), the parties agree in writing that the term of this contract shall be extended for 2 years (“**Extended Term**”). Unless it is further extended under this paragraph or terminated earlier in accordance with clause 15 (Termination), this contract shall terminate automatically without notice at the end of an Extended Term.

CAPACITY: Cohorts size for the 2 year CBT Psychosis and Bipolar course shall be 25, with that of the 1 year top- up course being 15, with flexibility between these numbers to ensure full capacity is met.

Places to be allocated in first instance from NEY region, with spare capacity made available to other HEE regions.

Part 1: Tender Submissions:

LOT 3 – North East and Humber, CBT-PB - Psychosis and Bipolar pathway and associated top-up trainings, including the associated Supervisor training

Please evidence how you can assure the delivery of a CBT-SMHP education programme that is consistent with the national curriculum and in line with the values that underpin this. This should include

- a. Evidence of organisational commitment to deliver the specific CBT-SMHP curriculum, in full and as described, for the Lot(s) bid for**
- b. Evidence of BABCP Level 2 Course accreditation or capability to achieve this within the first year of the programme**

Evidence of building strong collaborative relationships with service provider organisations within the geography covered by the Lot you are applying for.

If you are applying for more than one Lot, either as an individual organisation or as a collaborative, please indicate here whether you intend and have the training capacity to deliver on those Lots.

a. COMMITTED DELIVERY LOT 3

The University of Hull is applying for Lot 3 North East and Humber, CBT-PB - Psychosis and Bipolar pathway and associated top-up trainings, with associated Supervisor training. We confirm capacity to deliver the Postgraduate Diploma/Certificate in Cognitive Behavioural Therapy for Severe Mental Health Problems (PGDip/Cert-CBT-SMHP) - Psychosis to 24 students, and capacity for 32 in Year 2 to accommodate top-up trainee places from January 2023. We currently deliver the PGDip/Cert - CBT-SMHP (Psychosis and Bipolar Disorder Pathway) programme to students from NHS-Trusts in Yorkshire, Humber and the North East.

The University has an established reputation for high quality education in Cognitive Behavioural Therapy in this region. We have successfully delivered our PGDip-CBT, and the PGCert-CBT Top-up since 2015. Our current PGDip/Cert-CBT-SMHP programme aligns with the curriculum specified for Lot 3 CBT-SMHP (Psychosis and BPD), re-validated in 2020. The programme comprises 120 credits and addresses the training needs of local services under an extension of our former provision agreement:

- Robust protocols for compliance with national curricula criteria, British Association for Behavioural and Cognitive Psychotherapies (BABCP) guidance and the Roth and Pilling Competency Frameworks. The Diploma and Certificate are assessed at Level 7 and include CBT training for Psychosis and Bipolar Disorder.
- Graduates demonstrate clinical competence for working with clients who experience common and more serious mental health problems, in line with National Institute for Health and Care Excellence (NICE) recommendations.
- The PGCert-CBT is a programme for practicing Psychotherapists, augmenting their existing expertise through postgraduate certificate (Top-Up training), comprising Year 2 of the Diploma programme, outlined in the table below.

CBT-PB - Psychosis and Bipolar pathway and associated top-up trainings, including the a training

Year 1			
Trimester 1 Module 1 (20 credits) Fundamentals of CBT	Trimester 2 Module 2 (20 credits) CBT for Depression	Trimester 3 Module 3 (20 credits) CBT for Anxiety	
Assessment Strategy – BABCP Compliance – Assesses Developing Competency			
<ul style="list-style-type: none"> ➤ Examination of CBT knowledge ➤ Screening OSCE ➤ Reflection essay 	<ul style="list-style-type: none"> ➤ Depression focused case study ➤ Therapy Session Recording marked by CTS-R 	<ul style="list-style-type: none"> ➤ Anxiety Disorder focused case study ➤ Treatment OSCE 	
Year 2			
Trimester 1 Module 4 (20 credits) CBT for Working with Complexity	Trimester 2 Module 5 (20 credits) CBTp – Psychosis and Bipolar Pathway	Trimester 3 Module 6 (20 credits) CBTp – Psychosis Pathway	
Assessment Strategy – BABCP Compliance – Assesses Developing Competency			
<ul style="list-style-type: none"> ➤ Presentation of a Case Study ➤ Therapy Session Recording marked by CTS-R 	<ul style="list-style-type: none"> ➤ Written case study ➤ CBT Psychosis of Bipolar Therapy Session Recording marked by CTS-R 	<ul style="list-style-type: none"> ➤ Written case study ➤ CBT Psychosis of Bipolar Therapy Session Recording marked by CTS-R 	
<p>b. BABCP 2 LEVEL ACCREDITATION</p> <p>Developed in line with the current National Curriculum for CBT-SMHP, our PGDip/Cert–CBT SMHP programme addressed problem-specific competencies for Depression and Anxiety Disorders and the Psychosis and Bipolar Disorder competencies set by Roth and Pilling.</p> <p>The curriculum complies with the BABCP training standards for Level 2 Accreditation. Including:</p> <ul style="list-style-type: none"> • Close supervision of Depression and PTSD cases; and of Psychosis and Bipolar Disorder cases; and • Clinical and supervision hours. <p>The University's ability to achieve Level 2 accreditation within the first year of delivery is evidenced by our programme management accomplishments for our High Intensity CBT programme. Commissioned in the 2020/21 academic year, we achieved Level 2 accreditation by the end of 2021.</p> <p>The Faculty of Health Sciences' education provision for CBT-SMHP will be delivered by our School of Psychology and Social Work, which has:</p> <ul style="list-style-type: none"> • A long history of developing strong external relationships for CBT training programmes, including recruitment, programme planning, delivery. This partnership was evidenced in the recent development of our Mental Health and Wellbeing Practitioner (MHWP) programme. Trusts from the local region supported the bid and collaborated on the development and content delivery of this programme. This strengthens the relationships, with local services facilitating opportunities for service users and carers to contribute to the assessment process. • Experience in establishing industry standards and regulations; collaborated with Health Education England (HEE) in developing the National Curriculum for SMHP. • CBT courses developed and delivered in collaboration with people with lived experience of serious mental health problems and received CBT to support their recovery. Our designated 			

Service User and Carer Co-ordinator manages a network of service users and carers, further emphasising and embedding the underpinning values aligned to this profession.

- Academics with extensive clinical expertise in CBT, supported by current CBT practitioners.

Service Provider Collaboration

Our delivery model meets the needs of local and regional providers in the serious mental health discipline. These include the following NHS Trusts:

Bradford District Care; Cumbria Partnership Foundation; Humber Teaching Foundation; Leeds and York Partnership Foundation; Leeds Community Healthcare; Northumberland Tyne and Wear Foundation; Rotherham Doncaster and South Humber Foundation; Sheffield Health and Social Care Foundation; South West Yorkshire Partnership Foundation; and Tees, Esk and Wear Valleys Foundation.

Our graduates and alumni achieve some of the highest levels of employability across Higher Education Institutes in healthcare, providing a significant contribution to the region's workforce.

Our established partnership activities include:

- Joint recruitment processes.
- Partnership working to identify Supervisor capacity.
- Identification and provision of Supervisor training and workshops requirements.

Supervision

Trainee CBT therapists are required to have access to a BABCP-accredited Cognitive Behavioural Therapist for supervision. We actively support partner Trusts in establishing professional standards in this skillset, and improvement of a Supervisor's ability to rate trainee competence.

Our CBT team delivers training for the service providers' Supervisors, providing regular workshops to convey detailed course information, identify and address any supervision concerns.

Advanced training

Strong relationships with regional health providers are demonstrated by our responsiveness to their requests for advanced training in the CBT Psychosis and Bipolar Disorder masterclasses, and CBT Psychosis and Bipolar Disorder supervisor training, in addition to our core programme delivery, to assist in meeting HEE and NHS workforce requirements. Accordingly, we developed a five-day programme covering the principles of CBT supervision in line with the Roth and Pilling (2007) Supervision Competency Framework. We shall provide a five day training programme that will include CBT Psychosis and Bipolar Disorder-focused supervision competencies.

Please outline your expertise and experience of delivering high quality training (or your equivalent experience) in:

- **CBT for Psychosis and Bipolar Disorder**
- **CBT for Personality Disorders**

Including top-up and supervisor training

Please ensure this specifically identifies your existing or transferable expertise and experience, how you do / will ensure quality improvement of provision, quality monitoring of the training provision, and staff development..

Experience

The University's experience as leading education provider for CBT for Severe Mental Problems (CBT-SMHP), is founded on experience. We have delivered our Postgraduate Diploma, and Postgraduate Certificate in Cognitive Behaviour Therapy (Secondary Care) programmes since 2015; and High Intensity IAPT (Improving Access to Psychological Therapies) training from 2009 to 2015, which recommenced in March 2021. In 2021 the High Intensity training programme received Level 2 BABCP accreditation. We added the Mental Health and Wellbeing Practitioner (MHWP) and the Comprehensive Assessment of At-Risk Mental States (CAARMS) training to our portfolio in 2022.

The Faculty designs contemporary programmes to highest quality standards to meet the needs and competencies of our trainees. Validation and approval of our programmes are undertaken to maintain currency: We implemented changes to our CBT programmes, to comply with the updated CBT-SMHP curriculum, and attained University validation and approval in 2020. The University is delivering the CBT-SMHP (Psychosis and Bipolar Disorder pathway) to NHS Trusts in Yorkshire, Humber and the North East under an extension of the previous delivery agreement, to meet local demand for training places.

Expertise

The CBT-SMHP team comprises four academics and a Programme Director, with full BABCP accreditation. Staff are educators and active clinical practitioners, with extensive links into local secondary care services, delivering CBT to a range of client groups. Their clinical expertise extends across a range of disorders including Working with Complexity using the Transdiagnostic Approaches Applied to Complex Disorders. This diversity of clinical skills provides a comprehensive range of expertise for the Faculty's CBT-SMHP programme rooted in clinical practice. We will expand the CBT team by recruiting an additional member of staff into the role of Deputy Programme Director. The intention is to employ a qualified candidate who will augment our existing CBT for Psychosis and Bipolar Disorder (CBTp) expertise.

The University's CBT-SMHP programme is enhanced by guest lecturers from local services who teach our students on an *ad hoc* basis, with very positive feedback received from our trainees. Guest lecturers also participate in masterclass delivery. Recent examples include Dr. Anne Garland, Consultant Psychotherapist, Oxford Cognitive Therapy Centre: "Working with Severe Depression"; and Dr. Christina Curry: "Working with Refugees and Asylum Seekers".

The CBT team is KSA (Knowledge, Skills and Attitude) trained, applicants without a core profession can be recruited to our programme via an assessment of their KSA portfolio route.

Our focus on staff development of clinical competency is implemented through Continuous Professional Development (CPD), ensuring that lecturers are conversant with the latest developments in CBT for common and more serious mental health problems. They engage in mandatory training and attend conferences, workshops and seminars to maintain their professional accreditation with the BABCP.

The CBT team's dual academic and clinical experience qualifies them to address Common Disorders such as depression and anxiety disorders in Year 1, and the more complex presentations such as Psychosis and Bipolar in Year 2 of the PGDip/Cert – CBT-SMHP programme. Their knowledge, skills and experience ensure the development and delivery of high-quality teaching and learning across the academic and practical competencies of the CBT programme and the specialist pathways.

The University is applying for Lot 3, which does not require us to deliver CB-SMHP (Personality Disorder). Our focus is on Psychosis and Bipolar Disorder.

Our highly qualified staff have extensive clinical experience and expertise in developing and delivering the content and adherence to BABCP compliance in relation to assessing developing competency. Practical and professional learning outcomes of the new CBT-SMHP programme, relates to CBT skills acquisition. Half of the teaching is skills-based workshops; trainees are required to practice the clinical implications of more didactic teaching in workshops, using role play, demonstration and modelling. Trainee competence

is measured throughout the programme via Objective Structure Clinical Examinations (OSCE) and also via formative and summative ratings of live therapy sessions.

Our lecturers are experienced in supporting trainees to apply theory to their clinical role. The PGDip/PGCert - CBT programme ensures a sound comprehension of the fundamentals of Cognitive Behaviour Therapy. Reflective processes included in teaching and assessment, require the trainees to reflect on their development and progress towards competency.

Top-Up Training

The CBT team currently delivers the PGCert - CBT for Psychosis and Bipolar Disorder (CBTp). This is a top-up for professionals who already have a good level of CBT qualification and experience.

Candidates for the top-up programme can begin training in September 2023, as the University will be able to accommodate them on the second year of our 2022/23 PGDip/Cert – CBT-SMHP cohort.

The completion of the following components will lead to the PGCert – CBT-SMHP (Top-up) being awarded.

- **Year Two:** 60 credits CBTp pathway. Three 20 credit modules consisting of Working with Complexity in addition to two Cognitive Behaviour Therapy for Psychosis and Bipolar Disorder modules.
- Working with Complexity - summative assessment of a live treatment session rated against the CTS-R plus a case presentation.
- CBT for Psychosis and Bipolar Disorder One – formative assessment of a treatment session, summative assessment of a live treatment session rated against the CTS-R plus a case study.
- CBT for Psychosis and Bipolar Disorder Two - formative assessment of a treatment session, summative assessment of a live treatment session rated against the CTS-R plus a case study.

Supervisor Training

The University's CBT team have a long history of working with and supporting supervisors. Existing supervisor training for our High Intensity, SMHP and MHWP programmes include;

- an introduction to supervision models.
- an overview of theoretical models such as those taught for CBTp to ensure that supervisors are able to draw on the underpinning knowledge and skills.
- generic supervision competencies as identified in competence frameworks.
- specific supervision competencies as identified in competence frameworks.

In addition to the formal supervisor training the University provides ongoing support for supervisors with bi-monthly supervisor workshops. The workshops provide a platform for course updates, skills training and problem solving around supervisee issues. Supervisors also have access to professional masterclasses.

Supervision is firmly embedded as a crucial element of the current PGDip/Cert – CBT-SMHP programme:

- Our CBT lecturers currently deliver half of the 70 hours of supervision required by the BABCP over the course of the two-year programme; and the service provider is responsible for providing at least half of the required supervision. This model has proven to work effectively.
- We deliver fortnightly supervision as 90-minute sessions to groups of three trainees. This protocol begins in the second module of Year 1 and equates to one hour per trainee, per supervision session, in compliance with the BABCP formula for group supervision.
- We have identified the process of direct, live supervision as integral to supporting the trainee therapists in developing confidence and competency when working with clients.
- Supervision capacity within the service will be established at the HEE allocation phase and services will be provided with guidance around the supervision expectations within service. The in-service capacity to deliver supervision will be revisited at the recruitment and interview phase. Where there are concerns about the services' ability to meet the supervision requirements the service will need to provide evidence of a plan to fulfil this requirement. The University will support this process by liaising with our partners in service to identify suitable supervisors.

- As part of the recruitment process the service provider is required to sign a service agreement that highlights a number of admission requirements, the delivery of supervision is one of these requirements.
- The University will provide training where in-service supervisors lack CBTp supervision experience or training.

Quality

The Faculty implements robust protocols to maintain our outstanding quality standards in line with the Health Education England Quality Framework. Initiatives and processes include:

- Internal and external validation of the curriculum;
- Mid-term evaluations;
- Quality assurance programmes;
- Regular Programme Management Team feedback;
- Strategic partnership;
- Focus groups and feedback questionnaires ensure that we understand what we are doing well, and identify opportunities for continuous improvement.
- We engage with Service Users, Carers and key stakeholders, their participation is crucial and we work in partnership with them in the design and development, and also co-facilitate delivery.

The University employs formal mechanisms to ensure that the programmes meet rigorous evaluations standards and the requirements of local workforces, by means of demographic and quintiles analysis. For example, activities which include the trainee voice, early module feedback and Post Graduate Taught Experience Surveys (PTES), which for 2021/22, evidenced, 97% Overall Satisfaction, 95% satisfaction with teaching and learning, 88% engagement, 79% assessment and feedback, 87% organisation and management, 85.3% resources, 86% support, and 84% skills development.

In relation to CBT for Psychosis and Bipolar and CBT for Personality Disorders, please set out how you will ensure:

- **up to date knowledge and expertise of the evidence base and associated practice in CBT for psychosis, bipolar disorder and personality disorder to deliver the training in line with the curriculum**
- **capacity to deliver the training and relevant supervision**
- **expertise in assessment of CBT knowledge, skills and fidelity / adherence when working with people with severe mental health problems**

The University of Hull is committed to being the leading education provider for Cognitive Behavioural Therapy (CBT) for Severe Mental Health Problems within this region, and has already established its credentials in provision of PGDip/Cert - CBT (Secondary Care) programmes, and supervisor training since 2015. The programme was re-validated by the University in 2020 following the major programme changes, bringing the curriculum in line with the National Curriculum for CBT-SMHP. The current provision reflects this and includes the top-up PG Cert (CBT Psychosis and Bipolar Disorder pathway) scheduled for 2023.

The Programme Team

The CBT team comprises four academics with full BABCP accreditation:

- We will augment the team with the addition of a Deputy Programme Director with CBT for Psychosis and Bipolar Disorder (CBTp) experience.
- Clinical lecturers with experience of working with more common mental health problems teach Year 1 modules to support the disorder-specific teaching and to instil a good grounding of CBT knowledge and competence in the trainees.
- The team has developed effective relationships with the local services. Guest lecturers regularly teach on the course, providing a wealth of knowledge and skill across common and more serious mental health problems to support the theory to practice application of learning.

Knowledge and expertise – All lecturers in Cognitive Behavioural Therapy have significant experience of working in an academic setting; extensive clinical expertise; and significant experience of facilitating supervision and assessing competencies, as demonstrated by the Curriculum vitae in Appendix A. Continued professional development, specifically around CBT-SMHP, via conferences, workshops and masterclasses are evidenced in the Curriculum vitae.

In recognition of the importance of introducing the trainees to the most up-to-date evidence-based treatment of common and serious mental health problems, the Faculty supports the programme with the funding of masterclasses. The masterclasses bring the leading figures from across CBT research to Hull to enhance the curriculum content to benefit our trainees, their supervisors and other clinicians from the region. Clinical psychologist and psychotherapists such as Prof. Katherine Berry, Dr. Christopher Taylor, Dr. Eleanor Longden, Dr. Charles Heriot-Maitland, Dr. Amy Hardy and Prof. Anne Garland present to our students.

Curriculum and Competency Assessment

The University's CBT programmes are developed and delivered in collaboration with diverse individuals who have lived experience of serious mental health problems and who have received CBT to support them in their recovery. This mix of experience and expertise enables us to deliver a competency-based course structure, described below, which firmly embeds knowledge, skills, critical evaluation and reflection across the spectrum of disorders, in line with the curriculum. Our graduates are able to develop the knowledge base of disorder-specific models recommended by the Roth and Pilling competency framework, and in line with the learning outcomes set by the BABCP, and apply these to clinical problems.

Programme Structure – Year 1

Year 1 - Cognitive Behavioural Therapy Severe Mental Health Problems												
Trimester 1 – Module 1 Fundamentals of CBT (20 Credits)				Trimester 2 – Module 2 CBT for Depression (20 Credits)				Trimester 3 – Module 3 CBT for Anxiety (20 Credits)				
Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	
Aims: Developing knowledge and skills around the fundamentals of CBT				Aims: Developing knowledge and skills around CBT for Depression				Aims: Developing knowledge and skills around CBT for Anxiety				
<ul style="list-style-type: none"> ➤ Theoretical and Research underpinnings ➤ Core CBT Skills ➤ Knowledge of CBT Models ➤ Therapeutic Relationship ➤ CBT Session Structure ➤ Socratic Skills ➤ Knowledge of CBT Models ➤ Diversity Issues ➤ Reflective Practice 				<ul style="list-style-type: none"> ➤ Understanding the evidence base around Depression ➤ Becks Cognitive model for working with depression. ➤ Martell and Jacobsen behavioural model for working with depression. ➤ CBT treatment protocols for working with people who experience depression ➤ Assessment and Formulation 				<ul style="list-style-type: none"> ➤ Understanding the evidence base around Anxiety ➤ CBT treatment protocols for working with people who experience anxiety ➤ Assessment and Formulation 				

Programme Structure – Year 2 (Including Top-Up)		
Year 2 - Cognitive Behavioural Therapy Severe Mental Health Problems		
Trimester 1 – Module 4 CBT for Working with Complexity		Trimester 2 & 3 – Module 5 & 6 CBTp for Psychosis and Bipolar Disorder Modules over non-consecutive days 24 days
Sept Oct Nov Dec		Jan to August
Aim: development of knowledge and skills around CBT for working with complex presentations		Aim: development of knowledge and skills working with psychosis and bipolar
<ul style="list-style-type: none">➤ Transdiagnostic Models➤ Introduction to CBT Psychosis and Bipolar models➤ Lived experience➤ Working with Trauma➤ Attachment Theory➤ Group Based CBT➤ Cultural competence		<ul style="list-style-type: none">➤ Evidence base models around Psychosis➤ CBT treatment protocols for working with experience Psychosis and/or Bipolar➤ Treatment models around trauma, delusional hearing and other sensory disturbances, and issues and core beliefs.➤ CBT skills for working with delusions (Mood on Trauma)➤ CBT for working with persecutory delusions, worry, sleep and confidence issues (Free)➤ CBT for distressing voices (Birchwood, Le Heriot-Maitland)➤ Those at risk of mental states in the context➤ Individual and group-based CBT for Bipolar➤ CBT for negative symptoms➤ Relapse prevention➤ Measures (ReQoI, Dialogue, GBO plus CBT, VPDS, PSYRATs-voices)➤ Approaches informed by the Mood on Trauma
Assessment Strategy – Years 1 and 2		
Assessment – BABCP Compliance – Assess Developing Competency		
Year 1		
Trimester 1 Fundamentals of CBT	Trimester 2 CBT for Depression	Trimester 3 CBT for Anxiety
<ul style="list-style-type: none">➤ Examination of CBT knowledge➤ Screening OSCE➤ Reflection essay	<ul style="list-style-type: none">➤ Depression focused case study➤ Therapy Session Recording marked by CTS-R	<ul style="list-style-type: none">➤ Anxiety Disorder study➤ Treatment OSC
Year 2		

Trimester 1 CBT for Working with Complexity	Trimester 2 CBTp – Psychosis and Bipolar Pathway	Trimester 3 CBTp – Psychosis and Bipolar Pathway	
<ul style="list-style-type: none"> ➤ Presentation of a Case Study ➤ Therapy Session Recording marked by CTS-R 	<ul style="list-style-type: none"> ➤ Written case study ➤ CBT Psychosis of Bipolar Therapy Session Recording marked by CTS-R 	<ul style="list-style-type: none"> ➤ Written case study ➤ CBT Psychosis of Bipolar Therapy Session Recording marked by CTS-R 	
<p>Evidence of competency development</p> <p>We use the practice portfolio to further evidence our trainees' competency development and fulfilment of BABCP minimum training standards. Our CBT-SMHP programme requires trainees to complete 200 clinical hours and 70 hours of supervision. Trainees complete case studies, that include:</p> <ul style="list-style-type: none"> • Cognitive and Behavioural approaches for Depression; • A PTSD case; • Four Psychosis and/or Bipolar disorder cases; • A depression, area of complexity and two psychosis or bipolar disorder cases will be closely supervised by a member of the programme team and formally rated for competency against the Revised Cognitive Therapy Scale (CTS-R). <p>The academic team has extensive experience in assessing CBT competency via the CTS-R, with expert experience in rating trainee competency over the past seven years, including the competency rating around CBT-SMHP. Quality standards are maintained via engagement with the External Examiner and service-based supervisors as well as through internal marking processes to ensure calibration of scoring across the marking team. The team has been involved in delivering supervisor workshops that aim to support the practice-based supervisors in developing their skills in rating competency and providing feedback. The rating of CBTp sessions has been a particular focus in recent workshops.</p> <p>Supervision</p> <p>Supervision capacity in Year 1 is ensured, with three Clinical Lecturers; and a Deputy Programme Director (to be recruited) able to provide supervision to up to 24 trainees. This is based on the model currently implemented successfully on our BABCP Level 2 Accredited High Intensity CBT Training programme:</p> <ul style="list-style-type: none"> • Supervisors provide supervision to groups of three Year 1 trainees and are able to facilitate two supervision groups each. • All course supervisors have a solid grounding in the theoretical and clinical requirements for working with clients who experience common mental health problems. • In Year 2, the Programme Director, Deputy Programme Director and two Clinical Lecturers, are able to provide supervision for up to 32 clinicians. This increase in capacity ensures that the supervision requirements of top-up trainees are met. This is based on a model of supervision groups of four trainees with each supervisor able to facilitate two groups per fortnight. • The Programme Director, Clinical Lecturers, and Deputy Programme Director (to be recruited) [will] all have specific training and extensive CPD in CBT for Psychosis and Bipolar disorder. <p>The University will commit to deliver a minimum of 35 hours of supervision per trainee across the full diploma. Supervision and in particular, the live aspect, will support the trainee in the transfer of clinical knowledge and skills to clinical practice.</p> <p>Our CBT team has experience of working closely with practice-based supervisors. Regular workshops provide frequent course updates and also focus on supervision knowledge and skills development. Facilitating competency rating practice has been received well by the supervisors. We have scheduled a five day Supervisor Training programme for January 2023 under the current CBT-SMHP provision, and will focus on the supervision competencies required for CBT Psychosis and Bipolar Disorder supervision.</p>			

Provide evidence of your ability to deliver the training programme at the appropriate quality for suitable trainees, within the required timeframe to support the ambition to increase access to evidence-based CBT for those with severe mental health problems.

This should include:

- a) Details of the Programme Director and trainers who will deliver the programme, their individual accreditation credentials in CBT and their expertise as trainers in the specific fields relevant to the Lot(s) bid for.**
- b) Evidence that by the completion of the first cohort, all CBT trainers must be BABCP Accredited as CBT Therapists.**
- c) How you will ensure the effective use and range of learning methods suitable for clinical skills training.**
- d) Evidence that you have access to enough course supervision capacity.**
- e) Extent and evidence of partnership working with external stakeholders in selection and recruitment of appropriate trainees.**
- f) Plans for written agreements with services over the effective implementation of the training in line with the curriculum.**
- g) Evidence of how you will involve stakeholders, including service users, family carers and supporters in the delivery and quality assurance of the programme.**
- h) Please attach thumbnail CVs for Programme Director, trainers and course supervisors as part of your response.**

The University is delivering the Level 7 assessed PGDip/Cert CBT for Severe Mental Problems (SMHP)-Psychosis and Bipolar Disorder pathway programme (aligned to BABCP, National Curricula criteria, Roth and Pilling Competency Frameworks) to NHS Trusts in Yorkshire, Humber and the North East regions, under an extension of the previous delivery agreement, in order to meet local demand for training places. The Faculty implemented major changes to our CBT programmes to comply with the CBT-SMHP curriculum, with University validation and approval completed in 2020.

Our training experience in this discipline is further demonstrated by provision of:

- PGDip/Cert - CBT (Secondary Care) programmes since 2015;
- HIT IAPT (Improving Access to Psychological Therapies) 2009 to 2015, recommenced March 2021;
- IAPT-HIT programme received Level 2 BABCP accreditation, 2021;
- MHWP, 2022; and
- CAARMS, 2022.

a. BABCP ACCREDITATION

The University's CBT team comprises four academics with full BABCP accreditation, practice experience, and advanced teaching and professional qualifications in the discipline, detailed in Appendix 1 – UoHull Curricula Vitae. The team has a broad range of clinical experience:

- Primary Care CBT;
- Working with common anxiety and mood disorders;
- Early intervention in Psychosis;
- Secondary Care services, working with Psychosis and Bipolar Disorder.

This diverse clinical skillset provides a comprehensive range of expertise for our CBT-SMHP programme, to be augmented by recruiting a Deputy Programme Director with expertise in Psychosis and Bipolar Disorder.

Programme Director, PGDip/PGCert-CBT-SMHP, MHWP, CAARMS, and IAPT-HiT programmes: Gavin Lawton is a practicing Cognitive Behavioural Therapist since 2011, with a background in acute care mental health nursing, secondary mental health services and common mental health problems. A Fellow of the Higher Education academy, he has extensive experience of leading programmes, modules and teaching CBT for Psychosis and Bipolar Disorder (CPDp), and Common Disorders.

Gavin has developed his expertise as a CBTp educator through Continuous Professional Development (CPD) training events hosted by eminent clinical psychologists and psychotherapists such as Prof. Daniel Freeman, Prof. Dominic Lam, Dr. Amy Hardy, Prof. Katherine Berry, Dr. Charles Heriot-Maitland, Dr. Eleanor Longden and Dr. Chris Taylor. His professional experience includes:

- CBTp delivery, Psychosis services in Rotherham Doncaster and South Humber NHS Trust, and the Wakefield EIP service, South West Yorkshire NHS Trust;
- Programme and module development, teaching CBTp, CBT for Personality Disorders, and supervision provision.
- Developed and delivered online training on 'Delivering remote CBT' to the Faculty's learners, and 300 HEE and NHS practitioners, at no charge, during the COVID-19 pandemic.

Lecturer/Clinical Leads:

1. Blazej Madry, a registered Social Worker (2007), later accredited as CBT therapist, has extensive experience of working in Secondary Care, community and in-patient. His particular interest is CBT treatment for Obsessive Compulsive Disorder. Blazej developed his skills in CBT while training with the IAPT service, and in the community mental health team in Goole. He currently works for Hello Self, and previously, for The Retreat York, and MIND. Blazej has extensive experience of teaching in these areas for our CBT-SMHP programme, and is a module leader for our HIT CBT programme.
2. Yvonne Pocknell is a Cognitive Behavioural & Interpersonal therapist with extensive clinical experience, providing patients with advanced and effective treatment programs. She joined our CBT-SMHP team in 2022, augmenting our teaching provision with her experience and expertise in problem-specific CBT for anxiety and depression, and supervision of trainee CBT therapists. She has over 20 years of experience in severe and enduring mental health needs, and supervising two trainee CBT Therapists over the last year.
3. CBT Therapist, Rachel Cooper, has clinical experience of working in inpatient units, psychiatric rehabilitation, assertive outreach, community secondary care, primary care psychology and IAPT. She has experience of CBT supervision in the NHS and at the University. Rachel has been involved in training CBT therapists since joining the University in 2009 and has developed skills in teaching of both theory and skills - as well as supervision, having completed IAPT Supervisor Training in 2011.

Rachel has significant experience of teaching CBTp and her knowledge in this area is supported with extensive CPD in the discipline. She has worked across both IAPT and SMHP courses and has extensive experience as a module leader. She gained professional certification in ACT Training and EMDR Practitioner Training. Recent vocational courses in CBT and training across the range of clinical areas include:

- Adult Autism Spectrum Disorder;
- Working with Psychosis;
- CBT Supervision;
- Persistent Delusions;
- Bi-Polar and Personality Disorders;
- PTSD and Psychosis;
- Chronic depression, suicidality, and learning disability;
- DBT for Personality Disorders;
- Compassion Focused Therapy;
- Imagery Techniques.

SMHP Expertise. Our lecturers have extensive links with local secondary care services, including Psychosis, Personality, and Eating Disorder services. They deliver CBT to a range of client groups, and have clinical expertise in working across a range of disorders, including Working with Complexity, and using the Transdiagnostic Approaches Applied to Complex Disorders. The dual clinical and academic role provides our trainee therapists with contemporary knowledge rooted in contemporary clinical practice, ensuring comprehensive expertise in teaching Common Disorders in Year 1, and the more complex presentations, such as Psychosis and Bipolar Disorder, in Year 2 of

the PGDip/Cert – CBT-SMHP programme. Our lecturers are experienced in facilitating supervision and assessment of clinical skills through Objective Structured Clinical Examination (OSCE); and the marking of session recordings that are rated against the Cognitive Therapy Scale-Revised (CTS-R).

b. Learning Methods

The University's dedicated Teaching Excellence Academy works with our CBT team to ensure that teaching methods meet the BABCP requirements for knowledge, skill and competency development. The module teams engage with service users, who have lived experience of receiving CBT for a serious mental health problem, enabling the team to develop contemporary content that reflects theoretical information, and helps trainees to develop an understanding of the lived experience of mental health problems and the receipt of CBT. For example, a recorded interview with a person with lived experience was made available to trainees prior to a question and answer session.

Blended delivery: The Faculty's approach to blended delivery optimises advanced digital technologies to provide an inclusive and flexible approach to learning, for our trainees and our practice Supervisors to manage study alongside their employment, regionally and nationally:

- Virtual Learning Environment (VLE), Canvas, available 24/7 provides access to resources including e-books, e-journals, library study skills and digital skills.
- Synchronous and asynchronous teaching and learning delivered through PANOPTO lecture capture (video management system), webinar, video-conferencing.
- Teaching delivered by academics with extensive expertise in the discipline, practitioners, and Service Users and Carers.
- Trainees will engage in online discussion forums, webinars, small group breakout, live supervision sessions, and skills practice workshops through Microsoft Teams/PANOPTO.

Our Service Users and Carers with lived experience contribute to Objective Structured Clinical Examination (OSCE) assessments. This provides an authentic trainee experience with added value when assessing competency.

The on-campus element of our blended delivery (where appropriate) facilitates learning in an inspiring environment with access to some of the UK's leading resources in the Allam Medical Building, including clinical skills/simulated learning.

c. Supervision

The CBT team is committed to delivering a minimum of 35 hours of supervision to each trainee over the course of the two-year PGDip/Cert – CBT-SMHP programme. Each service provider will deliver the remaining 35 hours of supervision, to align with the 70 hours required by the BABCP:

- Supervision capacity in Year 1 is ensured, with three Clinical Lecturers and a Deputy Programme Director (to be recruited) able to provide supervision to up to 24 trainees. This is based on the model currently implemented successfully on our BABCP Level 2-accredited IAPT-HIT programme.
- Supervisors provide supervision to groups of three trainees and are able to facilitate two supervision groups each. All course supervisors have a solid grounding in the theoretical and clinical requirements for working with clients who experience common mental health problems.
- In Year 2, two Clinical Lecturers, the Deputy Programme Director and the Programme Director are able to provide supervision for up to 32 clinicians. This increase in capacity ensures that the supervision requirements of top-up trainees are met. This is based on a model of supervision groups of four trainees with each supervisor able to facilitate two groups per fortnight. The Programme Director, Deputy Programme Director, and Clinical Lecturers will be able to evidence specific training and extensive CPD in CBTp.

d. Partnership

The Faculty works closely with our service partners, who are signed up to the HEE National Contract, and with smaller organisations, for whom we have Private, Independent, Voluntary Organisation (PIVO) signed agreements in place.

e. Written agreements

A service provider manager is required to sign a consent form to support the trainee therapist's application, committing to:

- Provide a BABCP-accredited Cognitive Behavioural Therapist to deliver weekly supervision; and
- Protect minimum two days (preferably more) for the trainee to work with clients using a CBT approach.

The University will work with the service to assess the Supervisor's experience and expertise. Where there are insufficient numbers of trained CBTp therapists, or lack of supervisor experience, we work with the service to prioritise these clinicians for our five-day supervisor training programme.

f. Stakeholder engagement

Close engagement with stakeholder employers is an intrinsic aspect of the University's programme delivery across the range of our long-established undergraduate, postgraduate and apprenticeship programmes:

- The Faculty is experienced in delivering responsive health and social care programmes that accommodate NHS training requirements. Our PGDip/Cert – CBT- SMHP programme is developed to deliver an enhanced range of practical assignments and modules with flexibility to include employment contexts. We are skilled in responding to employers' workforce developments and have a demonstrable record of excellence in our CBT programmes.
- CBT-SMHP trainee therapists are required to have access to a BABCP-accredited Cognitive Behavioural Therapist for supervision, provided by the commissioning employer. Engagement is commonly between the practice-based Supervisor and the University Personal Supervisor to ensure that trainee progress is regularly monitored and reviewed. The Faculty employs best practice to develop a strong working relationship with the practice Supervisor, providing support to implement service evaluation, using appropriate outcome measures that comply with NHS England and the University's requirements.

Key stakeholders' involvement in our programmes includes:

1. Programme development, delivery and review;
2. Quality assurance; and
3. Recruitment of trainees.

The University works with service providers to manage recruitment and interview processes, complying with existing candidate procedures:

- We work with service users and carers as part of the interview process for prospective trainees.
- We provide guidance to services regarding minimum entry requirements, including:
 - Structure of interviews, including role-play assessment; and
 - Employer- and University-focussed questions
- Joint interviews are conducted once the employers complete their candidate shortlist.

Community access to psychological interventions

The University's clear vision for CBT training is informed by the understanding of the integral role that HEIs play in the NHS Long Term Plan, Humber and North Yorkshire partnership people plan and the transformation of community services to increase access for service users and families to psychological interventions. Service users and families and carers being at the heart of this change, services need support by staff training. Releasing staff time to train in CBT-SMHP can conflict with short-term priorities of caseload management, waiting lists. The University is proud to be one of the first education providers to deliver MHWP training, the development of which role will reduce some burden on clinicians, enabling them to access training.

Service Users and Carers

The University benefits from a long-standing history and well-established partnership with families' carers and service users with lived experience of a variety of conditions:

- The Faculty has a designated University representative employed to identify and engage our partners with lived experience.

- We have a strong track record of recruitment and delivery collaboration with employers and service users and carers. For example, the current CBT-SMHP programme; IAPT-HiT; MSc Dementia online – supported and co-produced by a Dementia Service User/Carer Group; and other professional practice degrees, e.g. Doctorate in Clinical Psychology, Masters in Social Work.
- The Service User and Carer Implementation Group (SUCG) members have been an essential part of the module design for our CBT programmes, involved in establishing interview questions for staff and student recruitment.

g. Thumbnail CVs

Appendix 1 – UoHull Curricula Vitae

Set out how you will ensure sufficient capacity and effective use of clinical supervision, what support will be available for supervisors including training for supervisors. Your bid to include how you will develop and maintain relationships with service provider partners

Supervision

Service employers are required to provide a BABCP-accredited Cognitive Behavioural Therapist for supervision of CBT-SMHP trainee therapists, a signed managers-support form with the trainee therapist's application commits them to deliver weekly supervision, and to protect minimum two days (preferably more) for the trainee to work with clients using a CBT approach.

- The University works with the service provider to assess the Supervisor's experience and expertise. Trainees are typically employed in a secondary care service and we anticipate that their Supervisor will work in the same area, with experience of delivering CBT to clients with serious mental health problems.
- The University's CBT-SMHP (Psychosis and Bipolar Disorder Pathway), and CBT for Secondary Care programmes include 2nd Year access to the top-up certificate. This has increased local services' resource for accredited Supervisors with CBTp training.
- The recruitment phase identifies access to suitable supervisors, and where there is a lack of CBT-SMHP experience, additional training requirements. Our supervisor training programme is complemented by the supervision provided by University academics with the training and experience to supervise common, and more serious mental health problems, including CBT Psychosis and Bipolar Disorder (CBTp).
- Supervision skills, particularly the live aspect, supports trainees in transferring clinical knowledge and skills to clinical practice. We collaborate with the service-based Supervisor to ensure that suitable clients are identified and mechanisms in place for live supervision and feedback.
- Each students University Personal Supervisor engages with the service-based Supervisor to ensure that progress is monitored and reviewed regularly.

Our CBT team delivers a minimum of 35 hours of supervision over the two-year PGDip to each trainee. The service provider will deliver the remaining 35 hours of supervision, to align with the 70 hours required by the BABCP. Supervision capacity in Year 1 is ensured, with three Clinical Lecturers and a Deputy Programme Director (to be recruited) able to provide supervision to up to 24 trainees. This is based on the model currently implemented successfully on our BABCP Level 2-accredited HIT programme:

- Supervisors provide supervision to groups of three trainees and are able to facilitate two supervision groups each.
- All course supervisors have a good grounding in the theoretical and clinical requirements for working with clients who experience common mental health problems.
- In Year 2, the Programme Director, Deputy Programme Director (will be recruited), and two Clinical Lecturers will provide supervision for up to 32 clinicians. This increase in capacity ensures that the supervision requirements of top-up trainees are met.

This is based on a model of supervision groups of four trainees, with each supervisor able to facilitate two groups per fortnight. The Programme Director, Deputy Programme Director, and Clinical Lecturers will be able to evidence specific training and extensive CPD in CBTp.

Supervisor Training Course

The University has an established support protocol for clinical supervisors, providing regular workshops throughout the academic year that ensure opportunity to provide detailed course information, and identify and address any concerns relating to supervision-based issues. Our CBT-SMHP programme includes a supervisor training course, in compliance with the requirements of the Roth and Pilling Supervision Competency Framework, scheduled for January 2023. This will include:

- Adult Learning Theory
- Supervision Models
- Generic and specific supervision competencies
- Theory and Practice of Competency Rating (CBTp)
- Specific models and supervision issues for working with Psychosis and Bipolar Disorder

Stakeholder relationships

The University has historically provided CBT training for Yorkshire, Humber and the North-east of England, and developed a flexible, inclusive, approach to our relationships with stakeholders across a large geographical area:

This has enabled our current CBT trainees to manage their study alongside their employment:

- A long and established history of industry engagement, we are proactive in our participation across Local Enterprise Partnership (LEP) priority sectors, NHS Integrated Care Boards, HEE, and linking this with the wider health and economic development agenda within the city and beyond.
- We maintain regular dialogue with employers in terms of the latest understanding of the market position for supply and demand for the local workforce, and we work in partnership with a number of businesses.
- We optimise our existing relationships across our wide and varied network of contacts to support the service provider in its responsibility to develop clinical experience. This is designed to equip our therapist trainees with a range of transferable skills and knowledge of holistic, patient-centred care delivery.

Key stakeholders' involvement in our programmes includes:

1. Programme development, delivery and review;
2. Quality assurance; and
3. Recruitment of trainees.

The University works with service providers to manage recruitment and interview processes, complying with existing candidate procedures:

- We work with service users and carers as part of the interview process for prospective trainees.
- We provide guidance to services regarding minimum entry requirements, including:
 - Structure of interviews, including role-play assessment; and
 - Employer- and University-focussed questions
- Joint interviews are conducted once the employers complete their candidate shortlist.

The University has a clear vision where CBT training is concerned and this is informed by the understanding around the integral role that Higher Education Institutions play in the NHS Long Term Plan, Humber and North Yorkshire partnership people plan and the transformation of community services to increase access for service users and families to psychological interventions. Service users and families and carers being at the heart of this change, we support services with the training of staff. Releasing staff time to train in CBT-SMHP often faces obstacles in short-term priorities around the management of caseloads and waiting lists. We are proud to be one of the first education providers to deliver the MHWP

<p>training. The development of the MHWP role will lift some burden from clinicians, enabling them to access training.</p>
<p>How will you:</p> <ul style="list-style-type: none"> • ensure trainee understanding of the appropriate use of clinical outcome measures within clinical practice at every session • engage with stakeholder organisations to support their role to embed, evaluate and sustain the training / new roles • utilise digital technologies to ensure high quality training and supervision is available remotely • provide support for trainees over the duration of the training programme • Further develop the clinical, academic and research credibility of CBT
<p>Clinical Outcome Measures</p> <p>The Faculty teaches the use of Clinical Outcome Measures throughout the programme in context with module content. For example:</p> <ul style="list-style-type: none"> • Measurement tools commonly used in primary care settings include Patient Health Questionnaire 9 (PHQ9) and Generalised Anxiety Disorder Assessment 7 (GAD7), with regard to working with common mood and anxiety disorders. • Disorder-specific outcome measures complement the disorder-specific models taught during Year 1. • Screening tools - Cognitive Assessment of Voices, Beliefs About Voices Questionnaire, Voice Power Differential Scale, PSYRATs-voices; and Clinical Outcome Measures including ReQol, Dialogue, Goal Based Outcome (GBO). Many services are using these measures to evidence clinical outcomes with people who experience Psychosis or Bipolar Disorder. • Our networking and workshop events support services to implement these quality measures in line with the community transformation project. <p>CBT Clinical, Academic and Research Expertise</p> <p>The interdisciplinary School of Psychology and Social Work employs rigorous recruitment protocols in selecting lecturers who are qualified educators and accredited clinical practitioners. Our Clinical Psychology members are research active, with a number of widely published research papers on Psychosis, including CBT relating to understanding voices, suspiciousness and unusual beliefs. Examples are Dr Chris Sanderson's clinical work on Cognitive Therapy Groups, published online February 2021, and his and Dr Anjula Gupta's analysis of parents' experience relating to Psychosis, published 2020. More recently:</p> <ul style="list-style-type: none"> • Thornhill, E., Sanderson, C., Gupta, A (2022) A grounded theory analysis of care-coordinators' perceptions of family growth associated with an experience of first episode psychosis, Psychosis, DOI: 10.1080/17522439.2021.1971743 • Greenwood, H., Gupta, A., Sanderson, C (2022) Distressing unusual experiences and beliefs in the lives of previously homeless individuals: a narrative analysis of the stories of white British men, Psychosis, DOI: 10.1080/17522439.2022.2068645. 0.1080/17522439.2021.1971743 <p>The University's REF (Research Excellence Framework assessing the excellence of research in Higher Education) results for 2021, published in the Times Higher Education Impact ranking, May 2022, recognised our world-leading research. We are one of the highest risers nationally, the highest riser in Yorkshire, now in the top 4 in the region.</p> <p>The University was also named in the top global 100 for research impact and output, and rose 12 places in the Complete University Guide League Table.</p> <p>The CBT team's academics are both educators and active clinical practitioners, with extensive links into local services, delivering CBT to a range of client groups; and expertise in working across the range of Psychosis and Bipolar Disorders. This dual clinical and academic role provides our trainee therapists with</p>

current knowledge that is rooted in clinical practice, to maintain the contemporary clinical and academic integrity of our CBT programmes. Our focus on staff development of clinical competency is implemented through Continuous Professional Development (CPD), ensuring that lecturers are well-informed of the latest developments in CBT for common and more serious mental health problems. They engage in mandatory training and attend conferences, workshops and seminars to maintain their professional accreditation with the BABCP.

In recognition of the importance of introducing the trainee therapists to the most up to date evidence-based treatment of common and serious mental health problems the faculty has a proven record of supporting the programme with the funding of masterclasses. The masterclasses bring the leading figures from across CBT research to Hull which benefits the current trainees, their supervisors and other clinicians from the region. Prof. Katherine Berry, Dr. Christopher Taylor, Dr. Eleanor Longden, Dr. Charles Heriot-Maitland, Dr. Amy Hardy and Prof. Anne Garland are just a few examples of this.

Stakeholder Engagement

The University has a long-established history of pro-active stakeholder engagement across Local Enterprise Partnership (LEP) priority sectors, linking with the wider health and economic development agenda. We engage with employers to understand the market position for local workforce supply and demand, and work in partnership with a number of businesses. We optimise our relationships across our wide and varied network of contacts to support the service provider in developing clinical experience. This is designed to equip our therapist trainees with a range of transferable skills and knowledge of holistic, patient-centred care delivery.

Key stakeholders' involvement in our programmes includes:

1. Programme development, delivery and review;
2. Quality assurance; and
3. Trainee recruitment

The University works with service providers to manage recruitment and interview processes, complying with candidate procedures:

- We work with service users and carers as part of the interview process for prospective trainees.
- We provide guidance to services regarding minimum entry requirements, including:
 - Structure of interviews including role-play assessment; and
 - Employer- and University-focussed questions.
- Joint interviews are conducted once the employers complete their candidate shortlist.

The University engages closely with service providers to support trainees in embedding their clinical skills and developing competencies in practice:

- Supervisor workshops and regular meetings with service Supervisors.
- Guide in-service support structures ensure that trainees develop their competencies and embed their skills at a pace that is conducive to learning.
- Ensure that shadowing experiences are available; protected CBT time in place; access to suitable clients for the stage of training; BABCP therapists' CBT-SMHP competencies used for supervision.

Digital Technologies

The University has historically provided CBT training for Yorkshire, Humber and North-East of England, and developed a flexible blended learning approach to its provision, for training to be more accessible across a large geographical area.

The Faculty developed our successful online CBT teaching and assessments model in response to the COVID-19 pandemic. Supported by the Teaching Excellence Academy, we created a high standard of teaching that allows students to engage with didactic teaching, clinical demonstrations, clinical practice and live supervision with a flexible blended approach to learning that is more accessible for trainees who are working within their service through very challenging professional and personal circumstances. Webinar and videoconference delivery enable trainees to access teaching from home, the skills practice workshops, live supervision and assessments are available via these digital platforms. The CBT team intends to use these technologies and experience to facilitate in-class sessions that some trainees may

access from home due to travel or other personal circumstances. This technology also facilitates engagement with practice Supervisors, with a significant increase in attendee numbers.

How you will ensure equitable provision.

- a) **Take effective action to maximise equity of access and inclusion to the training across protected characteristics and other intersecting systemic disadvantages (e.g. socioeconomic status)**
- b) **Development of equality and diversity awareness within the trainee body regarding inequity of access to and outcome of mental health services, including awareness of how to take action to address these**
- c) **Design a programme that can demonstrate its awareness of, and ability to respond to, learners requiring flexible routes and/ or supported learning. This should align with good equality, diversity and inclusion (EDI) principles and, as a minimum, meet the requirements of equality legislation, without impacting on training outcomes and implementation requirements.**

a. Equity of Access

Equality, Diversity and Inclusion (EDI) is central to the University's vision and one of the intersecting themes of our Strategy 2030, with social justice and EDI at its heart. We are committed to social justice through inclusion, respect, fairness and diversity, challenging others to do the same.

EDI for CBT-SMHP trainee therapists

The CBT-SMHP programme will be subject to the same rigorous approach to Equality and Diversity as are all programmes across the University, evident at multiple levels. We have collaborative recruitment processes in place, working with service provider employers and service users and carers, which ensures our recruitment is fair and equitable, providing equity of access and inclusion across protected characteristics and those with systemic disadvantage.

Our range of schemes and student support mechanisms include:

- MyJourney includes Survive & Thrive, Specific Learning Differences (SpLD) Support, and Wellbeing and Self-Help;
- The Skills Team includes guidance for study, academic, research and ICT skills;
- Support on remote learning; and
- Postgraduate workshops.

b. University commitment to EDI

With respect to the Equality Act 2010, the University of Hull has named members of the University Leadership Team with lead responsibility for the nine protected characteristics; and a lead for the socioeconomic and social justice workstreams. These individuals act as champions, and sponsor activity to progress our strategy. We are a University of Sanctuary providing sanctuary and an academic environment to those forced to flee conflict or persecution, seeking safety and education or employment and a Member of Stonewall, support our LGBTQIA+ community with awareness raising activities and events on campus, signifiers of solidarity and offer a blend of gender neutral and single sex facilities to provide freedom of choice for all.

The multi-disciplinary and global nature of the healthcare sector determines an inherent purpose to support the people in society who have limited opportunities. Much of our education function and research is purposed to work with unprotected and excluded population groups. The HYMS EDI Committee, for example, ensures unity of direction for the Medical School between the two partner Universities and the British Medical Association.

- This commitment is deeply entrenched in our policies; human resource practices; education, research and professional activities; and internal and external engagement, demonstrated by the examples below. The University embeds Equality, Diversity and Inclusion at a strategic level and is integrated with operational planning and business as an integral element of all decision making under the auspices of a dedicated EDI department that is supported and overseen by the University Leadership Team.

Equality, Diversity and Inclusion

University Leadership Team (ULT) practices an active policy of Equality, Diversity and Inclusivity (EDI), with the objective of “building and maintaining a diverse and vibrant campus community, in an environment where everyone feels safe, supported and respected so that they may focus on succeeding to the best of their abilities”. The ULT provides a consistent and high-profile lead on equality and diversity issues, promoting equality and diversity strategies inside and outside the University.

The EDI Committee comprises EDI Champions with senior level responsibility for their areas, overseeing and implementing inclusion strategies, policies and procedures. Our EDI Committee oversees specific governance and reports, including Equal Pay Audit and Ethnicity Pay Gap reporting.

The University has a dedicated Student Wellbeing, Learning and Support Service that offers a good quality range of service to support pastoral care including:

- Mental Health and Wellbeing (e.g. significant life events, stress and anxiety, Bereavement, sexual assault)
- Disability & Inclusion
- Specific Learning Difficulties (SpLD)

Training and development

We are Race at Work Charter registrants and have a draft Social Justice & Inclusion Strategy (to replace our Equality Scheme), which is central to our vision, values and University Strategy 2030. We are establishing a range of steering groups to drive activities under this new Board and actively promote staff membership, encouraging diverse employee representation. The SJIB steering groups have representation at all levels of the University from both academic and professional services roles, chaired by a senior manager and sponsored by a ULT lead. Themes include cultural, gender disability, relationships, lifestage and socio-economic inclusion.

We are also setting up a diverse external advisory group to support this. Future plans are included in our 2021 EDI strategy document, Appendix 2.

<https://www.hull.ac.uk/work-with-us/more/equality-diversity-and-inclusion/docs/diversity-and-inclusion-policy.pdf> .

Inclusion is monitored and promoted through external frameworks and charters to improve access, participation and progression of all, based on individual goals and capabilities. We strive to improve awareness and consideration of social justice and inclusivity issues across all areas. University requires staff to complete mandatory Equality, Diversity and Inclusion (EDI) training, and non-mandatory courses are also available. These incorporate the various strands of EDI, including different forms of exclusion, such as unconscious bias and approaches to research. The University also provides shared links to appropriate external webinars, courses and resources such as Advance Higher Education, Business in the Community, Stonewall etc.

Our initiatives include:

- Mentoring and careers support, training, development, awareness events and campaigns.
- Improving awareness and consideration of social justice and inclusivity issues across all areas of the University to attract, retain and develop staff, students and partners in an environment which supports them in delivering and achieving their personal best.
- Work with appropriate charters, indexes and memberships where these are of value to our campus community, e.g. providing meaningful frameworks to develop, enhance and embed inclusive policy and practice. We review existing frameworks to determine whether they add sufficient value and whether it may be appropriate to refocus resource to have a more significant positive impact.
- Embed inclusive good practice across the University by delivering workshops, presentations and updates for colleagues and students through team meetings, symposia, events, social media activity, and focused communications. We use a calendar of key dates (including annual awareness events and religious observances) to create a programme of annual activity to mark these events and to help inform more inclusive timetabling.

Monitoring and measuring success

We employ EDI monitoring protocols to monitor and drive inclusion through external frameworks and charters, as appropriate, to improve access, participation and progression of all based on individual goals and capabilities. We work to improve awareness and consideration of social justice and inclusivity issues across all areas of the University to attract, retain and develop staff, students and partners in an environment which supports them in delivering and achieving their personal best.

c. EDI Programme Development

Our CBT-SMHP programme was developed and is delivered in consideration of how it meets the requirements of the Equality Act (2010), for example, in terms of accessibility for students with protected characteristics, including digital accessibility, and physical accessibility (for example teaching spaces). The curriculum is being decolonised and diversified, achieved through consideration of teaching materials, hidden curriculum and the implementation of the programme and knowledge, reading lists to ensure a range of examples and perspectives, and that historical imbalances of power are confronted.

The CBT team takes active steps to represent equality and diversity in the curriculum.

The BABCP curriculum guidance for Psychological Wellbeing Practitioner, HIT and CBT-SMHP training highlights course objectives around equality and diversity. The curriculum for our primary and secondary care courses reflects this: We support our trainees on the journey of working towards cultural competence in a CBT context:

- Our module, The Fundamentals of CBT, in particular, is part of the High Intensity course, and the Basics of CBT module on our secondary care programme starts the process of building knowledge and awareness around equality and diversity in a CBT context;
- Specific exercises have been developed to introduce the trainees to the BABCP Positive Practice Guidance, followed by reflection and discussion exercises to embed knowledge and challenge the students to reflect on their own values and biases;
- Teaching on the programme reflects different learning styles as well as addressing the relevant competencies;
- The assessments, outlined in the CBT-SMHP curriculum, is designed to clearly align with programme and regulatory competencies;
- Trainees will receive personal supervision as well as practice supervision. The former allows trainees the opportunity to build up a relationship with their Personal Supervisor, who can support assessment and feedback, as well as discuss and signpost should any individual needs emerge;
- Working in collaboration with service users and carers will provide the trainee body with an understanding of individual service user and carer experiences of mental health service provision and impact.

Cultural competency is also developed by a particular focus on adaptations that may need to be made during therapy to meets the needs of an individual with protected characteristics. This includes teaching around obstacles and barriers for engagement. Our HIT-CBT programme, for example, includes sessions on how to work with refugees and asylum seekers and also how to work with interpreters. Reflection exercises are built into the programme to encourage the trainees to be aware of their cultural competency and knowledge, the limitations of this, and also critical thinking approaches to evaluate their own unconscious biases. The CBT team works collaboratively with practice partners with respect to inclusivity, diversity and equality so the theory-practice knowledge and experience is interwoven.

Describe your proposals for involving people with lived experience in the development, delivery and, quality assurance of the programme

Please outline your philosophy and plans for the involvement of people with lived experience in every aspect of the course. The following areas should be addressed:

- a. How the involvement of those with lived experience is co-ordinated.**
- b. How lived experience contributors are selected to be inclusive across backgrounds, cultures, and ethnicities.**
- c. How people with lived experience are rewarded for their contribution.**

- d. **Involvement in course development**
- e. **Student selection and interview panels.**
- f. **Involvement in teaching and learning.**
- g. **Involvement in assessment**
- h. **Involvement in mentoring trainees**
- i. **Recruitment of staff**
- j. **Planning of programmes and quality assurance**

This question specifically will be evaluated by people with lived experience. Responses are to be scored on the philosophy of involvement described and evidence of plans for involvement in each of the areas scheduled (where relevant to the length and nature of the course). Responses should use language which is accessible to people with lived experience (no jargon).

Lived experience user involvement and inclusivity

The Faculty's established a dedicated Service Users and Carers group (SUCG), established 2018 employs users of health and social care services, with experience of a variety of long-term physical and mental health conditions; and carers. The SUCGs provides an invaluable diverse resource that supports the Faculty with programme development and delivery, enriching our teaching and learning. We work assiduously in developing and maintaining these valued partnerships, with a designated clinical representative employed to identify and engage our partners with lived experience. Their participation in the programmes emphasises and further embeds the underpinning values aligned to social work and healthcare programmes.

The University benefits from our co-ordinated network of service users and carers. The network reflects a diverse range of ethnicity, culture and life experiences. Our CBT team frequently draws on this network for support with module development and evaluation and teaching and assessment support.

Our service partners have identified well-established networks of service user and carers who contribute to their service delivery. Together we shall optimise this opportunity, linking our respective networks, embedding unique perspectives in all aspects of the course.

Service user remuneration

The Faculty will employ a service user with lived experience to work with the CBT team on delivery of this curriculum. They will be involved in all aspects of planning, delivery and review of the programme, in order to optimise the full potential of service user involvement.

The Faculty's Service User and Carer Implementation Group (SUCG) members are employed as temporary staff, with equal rights, terms and conditions, access to training, the library and University's Information Technology systems. The University has reconfigured venues and facilities for easy access for people with mobility requirements, to create an inclusive environment, with regard to the size of rooms, door space and facilities, for example, gender neutral toilets in our Brynmor Jones Library.

Course design

The SUCG members are an essential part of the module design for our CBT, Mental Health, Learning Disability and Social Work programmes, in co-production of the curricula that embed theory with practice. Their lived experience is integral to the teaching and learning experience preparing our health and social care students to understand fully the lived experience of those with whom they will be working in practice.

The University benefits from this long-standing history, well-established partnership with families' carers and service users with lived experience. They are directly engaged in the University's Central EDI planning, as advisors to the Equal Opportunities team; the Learning Disability Nursing team; and in the development of the University's Easy Read employment contract. The University will include our Service Users and Carers in continuous improvement initiatives, including increasing staff awareness of equal opportunities and inclusion through further education events.

Trainee selection

Our SUCG members participate in student recruitment interviews for all Departmental programmes in Psychological Health, Wellbeing and Social Work, devising interview questions for staff recruitment, and were included in an initiative to secure funding to enable EDI to be embedded in our CBT programmes.

Our service provider partners have agreed that a representative with lived experience, from either the University SUCG or the service providers' networks, will participate on all interview panels.

Teaching and learning

The collaborative nature of CBT – SMHP training provides exciting opportunities for those with lived experience to be involved in the teaching and learning process. Our CBT team will offer people with lived experience who are already employed in services, the opportunity to co-facilitate teaching and skill sessions. The involvement of people with lived experience will provide a greater depth of understanding, helping trainees to link theory and practice with the benefit of service user and carer insights. These opportunities are already featured in our IAPT, CBT-SMHP and MHWP training.

Assessment

The Faculty has recent experience of the value of lived experience and contributions to assessment. People with lived experience provide a unique perspective when setting assessment questions. They have enjoyed contributing to Objective Structured Clinical Examination (OSCE) assessments and when playing the role of the client, bring a level of authenticity that enhances the experience for the trainee. The University will explore the feasibility of the lived experience staff member being involved with the marking of assessments, subject to experience and academic qualifications.

Mentoring

The Department's collaboration with service provider partners will facilitate opportunities for people with lived experience to contribute to the professional and clinical development of trainees. This involvement will include teaching to help bring theoretical and clinical concepts to life. We anticipate that the service users' involvement in clinical skills practice will provide valuable feedback, including interpersonal and engagement factors. The Department will explore the feasibility of contributions that can be made to the supervision groups by the SUCs networks, as well as the services.

Staff recruitment

The Faculty plans to increase the CBT lecturer quota, their recruitment will be subject to standard University procedures and protocols. These include the involvement of people with lived experience on the interview panel. They will also be involved in reviewing the interview questions, setting some questions, providing feedback to interviewees, and contributing to the discussion to decide appointments.

Quality assurance

The Faculty's programmes are designed to meet the highest quality standards, are contemporary and meet the needs and competencies of our learners. We ensure validation and approval of our programmes are undertaken to maintain currency, and implement robust protocols to maintain outstanding quality standards. Initiatives and processes such as strategic partnership, focus groups and feedback questionnaires identify best practice, and opportunities for continuous improvement, such as the learner voice, early module feedback and PTES. Our engagement with SUCs contributes to our quality assurance initiatives, and in employing a person/s with lived experience as part of the academic team, we shall optimise this practice to enhance the quality assurance process. As a member of the team, the new staff member/s will have access to both student and external examiner feedback and will provide a unique perspective to the feedback and help to shape responses and programme changes.

Part 2: Service Specification:



Appendix A Tender
Specification.pdf

SCHEDULE 2- FUNDING

The University of Hull is applying for Lot 3 – North East and Humber, CBT-PB – Psychosis and Bipolar pathway and associated top-up trainings, including the associated Supervisor training.

Please note:

- These costs are confidential, and provided for the purposes of this tender only.
- Costs are based on one cohort of 15 students for a two-year course [REDACTED]
- All training, overheads and logistical costs are included within the training funding allocated, and no additional costs will be incurred by the Authority or the trainees for any additional application fees.

1. COSTS

Based on one cohort of 15 trainee therapists for a two-year course.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	

2. COST BREAKDOWN

[REDACTED]			
[REDACTED]			
[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	
		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]				
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1. Pay Costs

- Pay costs include the cost of one experienced Programme Director 0.6 FTE; one experienced Deputy Programme Director 0.6 FTE; and three experienced Clinical Lecturers each at 0.4 FTE, dedicated to the PGDip/Cert - CBT-SMHP programme. These academics are also embedded in clinical practice and bring contemporary and up-to-date knowledge, skills and evidence of CBT-SMHP models of practice and supervision of trainee therapists into the academic context. Additional support for marking is also costed in.

The pay costs also include full Student Hub support; and Professional Services Support for staff and trainees on the programme (including programme administration, module, programme boards and Quality Assurance).

- These costs include a five-day training course for service providers' Supervisors.
- Service Users and Families and Carers (Experts by experience) work in partnership with us, and their lived experience as recipients of CBT in their recovery, is threaded throughout the programme, from recruitment activities to the design and delivery of our CBT programmes. The combination of clinicians-academics and those with lived experience bring authenticity to the training, support and supervision of our trainees.
- Each trainee will be allocated a University Personal Supervisor who will provide academic and pastoral support, individual and group supervision and a link with the trainee's clinical supervisor in the local service. This link enables collaborative working between University-service-trainee in competency development and reviewing the student progress, this approach enhances the service liaison to address practice-based issues.
- Extensive support with recruitment and selection.

2. Non-Pay Costs

- Non-pay costs include a range of services including for example postage and printing.
- Non-pay costs also include, staff training, for example, maintaining contemporary knowledge and skills and qualifications to enable them to assess MHWP trainees KSA portfolios, the Master Class series and our External Examiner and accreditation costs with the BABCP. The costs of supervisor training (room hire) is also included.
- Induction programme comprising two days per week of first two weeks, promotes transition into Higher Education, integration into student life.
- Opportunities to participate in student roles including student representative and peer buddy.
- The University of Hull has an established track record of widening participation and attracting students from underrepresented groups. UCAS POLAR participation data for 2016 reported

the University as offering the highest level of equality for student access, based on the distribution of students across Participation of Local Areas (POLAR) quintiles.

3. Indirect costs

The University's Estates costs per student is £856 based on TRAC data <https://www.trac.ac.uk/about/>. Also costed in is a contribution towards central services such as ICTD, the Library, Student Services and Registry.

This includes University facilities such as:

3.1 Blended Delivery:

- Dedicated Virtual Learning Site, Canvas, supports Employers, information and support available 24 hours a day, seven days per week.
- Microsoft Team – Online meetings and calls, virtual breakout rooms/supervision groups, live events and chat
- Online Learning PANOPTO (lecture capture), webinars, digital notes, podcasts
- Immersive Reader (increases the accessibility of learning content e.g., reading aloud, translation of passages of text into different languages).
- Digital Module materials and resources

3.2 IT facilities and support:

- MyHull Portal
- SEAts
- MyVoice
- myJourney
- Faculty and University Hub support online
- Support for Students with special learning needs, including hearing loops in a number of our teaching rooms, and availability of Dictaphones and laptops.

3.3 University Facilities/State-of the art facilities:

3.3a Allam Medical Building – on campus or remote delivery (virtual delivery can be done via this facility). £28million Health Campus with Clinical Skills Suite, leading simulated practice technology.

3.3b Brynmor Jones Library

- Electronic resources ebooks and journals and on-campus learning resources
- Study Skills (virtual, online or on campus workshops (pandemic dependent))
 - Reading and Critical Thinking
 - Referencing
 - Essay writing skills
 - Revision and Exams
 - Presentation and IT skills
 - Provision of video workshops
 - One-to-one appointments; online, telephone and email
 - Online support – webinars

3.4 Student Services Support:

- Mental Health and Wellbeing (e.g. significant life events, stress and anxiety, Bereavement, sexual assault)
- Disability & Inclusion
- Specific Learning Difficulties (SpLD)
- COVID-19 Support – Mon-Fri 9am – 5pm telephone, raising an enquiry or live chat
- Mental Health Support Team – Support during COVID
- Survive and Thrive online wellbeing learning programme

SCHEDULE 3 - QUALITY AND PERFORMANCE REQUIREMENTS

Quality Compliance – Subject to the service Schedule 1

Key Performance Indicators- Subject to the service Schedule 1

Performance Management requirements – Subject to the service Schedule 1

SCHEDULE 4 - DATA PROTECTION PROTOCOL

The definitions and interpretative provisions at clause 1 of this contract shall also apply to this Protocol. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer” and “Data Subject”	shall have the same meanings as set out in the Data Protection Legislation;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject to exercise rights granted pursuant to the Data Protection Legislation;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sub-processor”	means any third party appointed to Process Personal Data on behalf of the Provider where the Provider is acting as a Processor in relation to this contract.

1 DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, if Table A of this Protocol has been completed then HEE is the Controller and the Provider is the Processor in relation to the Processing described at Table A. Where the Provider acts as a Processor they are only authorised to carry out the Processing listed in Table A.
- 1.2 The Provider shall notify HEE immediately if it considers that any of HEE's instructions infringe the Data Protection Legislation.
- 1.3 The Provider shall provide all reasonable assistance to HEE in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of HEE, include:
 - 1.3.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 1.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Provider shall, in relation to any Personal Data Processed in connection with its obligations as a Processor under this contract:
 - 1.4.1 process that Personal Data only in accordance with Table A of this Protocol, unless the Provider is required to do otherwise by Law. Where the Provider

is required by Law to Process the Personal Data it shall promptly notify HEE before Processing the Personal Data or at the first available opportunity where prior notification is not possible unless notification to HEE is prohibited by Law;

1.4.2 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

1.4.3 ensure that:

- (i) the Provider Personnel do not Process Personal Data except in accordance with this contract (and in particular Table A of this Protocol);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this Protocol;
 - (B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by HEE or as otherwise permitted by this contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

1.1.1 not transfer Personal Data outside of the United Kingdom unless the prior written consent of HEE has been obtained and the following conditions are fulfilled:

- (i) HEE or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR) as determined by HEE;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any

Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist HEE in meeting its obligations); and

- (iv) the Provider complies with any reasonable instructions notified to it in advance by HEE with respect to the Processing of the Personal Data;
- 1.4.4 at the written direction of HEE, delete or return Personal Data (and any copies of it) to HEE on termination or expiry of the contract unless the Provider is required by Law to retain the Personal Data;
- 1.4.5 assist HEE in ensuring compliance with the obligations set out in articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and the information available to the Processor.
- 1.5 Subject to paragraph 1.6 of this Protocol, the Provider shall notify HEE immediately if it:
 - 1.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;
 - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this contract;
 - 1.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Provider's obligation to notify under paragraph 1.5 of this Protocol shall include the provision of further information to HEE in phases, as details become available.
- 1.7 Taking into account the nature of the Processing, the Provider shall provide HEE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request described in clause 1.5 of this Protocol (and insofar as possible within the timescales reasonably required by HEE) including by promptly providing:
 - 1.7.1 HEE with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by HEE to enable HEE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 HEE, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by HEE following any Data Loss Event;

- 1.7.5 assistance as requested by HEE with respect to any request from the Information Commissioner's Office, or any consultation by HEE with the Information Commissioner's Office.
 - 1.8 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Protocol and make such records available to HEE on request.
 - 1.9 The Provider shall allow for audits of its Processing activity by HEE or HEE's designated auditor.
 - 1.10 The Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.
 - 1.11 Before allowing any Sub-processor to Process any Personal Data related to this contract, the Provider must:
 - 1.11.1 notify HEE in writing of the intended Sub-processor and Processing;
 - 1.11.2 obtain the express prior written consent of HEE;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Protocol such that they apply to the Sub-processor; and
 - 1.11.4 provide HEE with such information regarding the Sub-processor as HEE may reasonably require.
- The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.12 HEE may, at any time on not less than thirty (30) Business Days' notice, revise this Protocol by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable UK certification scheme (which shall apply when incorporated by attachment to this contract).
 - 1.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. HEE may on not less than thirty (30) Business Days' notice to the Provider amend this Protocol to ensure that it complies with any guidance issued by the Information Commissioner's Office.
 - 1.14 The Provider shall comply with any further instructions with respect to Processing issued by HEE by written notice. Any such further written instructions shall be deemed to be incorporated into Table A below from the date at which such notice has been provided to the Provider.
 - 1.15 Subject to paragraphs 1.12 and 1.14 of this Protocol, any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

2 Patients and/or service user data

- 2.1 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to patients and/or service users as part of the Services, the Supplier shall:

- 2.2** complete and publish an annual information governance assessment using the NHS information governance toolkit;
- 2.3** achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
- 2.4** nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
- 2.5** report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;
- 2.6** put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
- 2.7** put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
- 2.8** put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;
- 2.9** where appropriate, have a policy and system in place for the recording of any telephone calls and video recordings in relation to the Services, including the retention and disposal of those recordings;
- 2.10** at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and
- 2.11** comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.12**

Table A - Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	The information and data to be processed is associated with the Psychological therapies for people with severe mental health problems (PT-SMHP) programme and the trainees who are enrolled on each HEE commissioned cohort. This includes where appropriate information and data relating to patients and/or service users.
Duration of the Processing	The processing would take place over the duration of the contract and cover cohorts commissioned by HEE and cover the rollout (trainees who are still to complete the programme) of all the enrolled trainees. Data shared with HEE will be transferred through a secure transfer method.
Nature and purposes of the Processing	<p>The data and information collected would allow HEE to oversee and monitor the education and training which has been commissioned. It will allow HEE to ensure that the provision delivered is of the quality required to provide a workforce to support and deliver mental health services for adults who suffer from severe mental health problems.</p> <p>HEE will be able track the supply the into the workforce to ensure there is the required growth of the adult mental health services.</p> <p>Such data provided to HEE on request and may be shared with other organisations and bodies included but not limited to NHS England, Department of Health and other stakeholders are involved in improving the access to adult mental health services.</p>
Type of Personal Data	The personal data of the trainees will be collected and will include, but not be limited to demographic data such as: gender, occupation, employing organisation, clinical activity, [ethnicity, disability, sexual orientation (LGBT+) and religious orientation] for the purposes of equality diversity monitoring.
Categories of Data Subject	The data collected would be associated with the trainees on the HEE commissioned cohorts covered by this contract. Trainees will need to be informed in writing that their data will be share with HEE other stakeholders and HEE Privacy Notice will be shared with the trainees.

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data.	The data will be retained in line with HEE's information governance policy.
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SCHEDULE 5 - INFORMATION AND DATA PROVISIONS

1 CONFIDENTIALITY

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party ("**Discloser**") and subject always to the remainder of this paragraph Schedule 41, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of this paragraph Schedule 41 shall not apply to any Confidential Information:

- (i) which is in or enters the public domain other than by breach of this contract or other act or omissions of the Recipient;
- (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (iii) which is authorised for disclosure by the prior written consent of the Discloser;
- (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
- (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 Nothing in this paragraph Schedule 41 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").

1.3 HEE may disclose the Provider's Confidential Information:

1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);

1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by HEE and/or the Contracting Authority receiving such information;

- 1.3.3 to any relevant party for the purpose of the examination and certification of HEE's accounts;
- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which HEE has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this contract,

and for the purposes of this contract, references to disclosure "on a confidential basis" shall mean HEE making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this paragraph Schedule 51.3.

- 1.4 The Provider may only disclose HEE's Confidential Information, and any other information provided to the Provider by HEE in relation this contract, to the Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Provider's obligations under this contract. The Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in this paragraph Schedule 41 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at HEE's written discretion, destroyed securely or returned to HEE when it is no longer required. The Provider shall not, and shall ensure that the Staff do not, use any of HEE's Confidential Information received otherwise than for the purposes of performing the Provider's obligations in this contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 5, the Provider shall not, without the prior written consent of HEE (such consent not to be unreasonably withheld or delayed), announce that it has entered into this contract and/or that it has been appointed as a Provider to HEE and/or make any other announcements about this contract.
- 1.6 Paragraph Schedule 41 of this Schedule 5 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this contract unless otherwise agreed in writing by the Parties.

2 DATA PROTECTION

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, each Party shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

- 2.2** Where either Party is Processing Personal Data under or in connection with this contract as a Processor, the Parties shall comply with the Data Protection Protocol. Where the Parties are both Processing Personal Data under or in connection with this contract as Controllers, the Parties shall set out their rights and responsibilities in respect of such Personal Data in a document based on the model data sharing agreement at Schedule 7.
- 2.3** The provisions of this paragraph 2 are additional to those set out in the Data Protection Protocol.
- 2.4** Without prejudice to the generality of paragraph 2.1, when acting as a Controller HEE shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to the Provider for the duration and purposes of this contract.
- 2.5** Without prejudice to the generality of paragraph 2.1, when acting as a Controller in connection with this contract the Provider shall:
- 2.5.1 not transfer any Personal Data outside of the UK without the prior written consent of HEE;
 - 2.5.2 assist HEE in responding to any request from a Data Subject to exercise their rights under the Data Protection Legislation and responding to consultations and inquiries from the Information Commissioner's office or any other regulator;
 - 2.5.3 notify HEE without undue delay on becoming aware of a Data Loss Event; and
 - 2.5.4 ensure that all personnel who have access to or process Personal Data in connection with this contract are obliged to keep the personal data confidential
- 2.6** When acting as a Controller, the Provider must obtain the prior written consent of HEE, such consent not to be unreasonably withheld or delayed, prior to appointing any third party as a processor of Personal Data under this contract.
- 2.7** The Provider and HEE shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to HEE under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).
- 2.8** Where, as a requirement of this contract, either Party is Processing Personal Data relating to Learners as part of the Services, that Party shall:
- 2.8.1 complete and publish an annual information governance assessment using the Data Security & Protection Toolkit (www.dsptoolkit.nhs.uk);
 - 2.8.2 meet the standards in the relevant NHS Data Security & Protection Toolkit;

- 2.8.3 nominate an information governance lead able to communicate with that Party's board of directors or equivalent governance body, who will be responsible for information governance and from whom that Party's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
 - 2.8.4 in addition to the requirements of the Data Protection Protocol, report all incidents of data loss and breach of confidence in accordance with applicable Department of Health and Social Care and/or the NHS England and/or Health and Social Care Information Centre guidelines (which can be provided to the Provider by the HEE on request);
 - 2.8.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies rigorously;
 - 2.8.6 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this contract;
 - 2.8.7 at all times comply with any information governance requirements and/or processes as may be set out in the Service Specification; and
 - 2.8.8 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Provider by HEE from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.
- 2.9** Subject to clause 14, the Provider shall indemnify and keep HEE indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Provider's unlawful or unauthorised Processing (whether in breach of this contract or the Data Protection Legislation) or the destruction inaccessibility and/or damage to Personal Data for which the Provider is responsible in connection with this contract.
- 2.10** The requirements of this paragraph 2 are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 3 FREEDOM OF INFORMATION AND TRANSPARENCY**
- 3.1** The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.
- 3.2** Each Party shall assist and cooperate with the other to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Parties agree:
- 3.2.1 that this contract and any recorded information held by one Party on the other's behalf for the purposes of this contract are subject to the obligations and commitments under the FOIA, Codes of Practice and Environmental Regulations;

- 3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Party receiving such a request;
- 3.2.3 that where a Party receives a request for information under the FOIA, Codes of Practice and Environmental Regulations in relation to this contract and/or its subject matter, and that Party itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the other Party as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the other Party;
- 3.2.4 that where the Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Provider is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
- 3.2.5 that either 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 Regulations, may disclose information concerning the other Party and this contract; and
- 3.2.6 to assist the other Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) 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 other Party within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this contract, the Parties consent to the publication of this contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this contract for publication under paragraph Schedule 53.4 of this Schedule 5, HEE may consult with the Provider to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at HEE's absolute discretion.
- 3.6 The Provider shall assist and cooperate with HEE to enable HEE to publish this contract.
- 3.7 Where any information is held by any Sub-contractor of the Provider in connection with this contract, the Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in paragraph 96 of this Schedule 5, as if such Sub-contractor were the Provider.

4 INFORMATION SECURITY

4.1 Without limitation to any other information governance requirements set out in this Schedule 5, the Provider shall:

4.1.1 notify HEE forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with HEE's information governance Policies (which can be provided to the Provider by HEE on request); and

4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by HEE and shall provide full information as may be reasonably requested by HEE in relation to such audits, investigations and assessments.

4.2 Where required in accordance with the Service Specification, the Provider will ensure that it puts in place and maintains an information security management plan appropriate to this contract, the type of Services being provided and the obligations placed on the Provider. The Provider shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Service Specification.

4.3 Where required in accordance with the Service Specification, the Provider shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Service Specification.

SCHEDULE 6 - CHANGE CONTROL NOTIFICATION FORM

CCN Number:

Title of Change	
Service Line	
Operations Lead	
CM originator	

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

Clauses and Schedules affected

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Associated Change Control Notices		
<i>CCN No.</i>	<i>Name of Agreement</i>	<i>Date of Agreement</i>

Reason for change

Description of Change

Changes to contract charges and revised payment schedules

Price to implement change

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: [PROVIDER]	Signed:

	Print name: Title: Date:
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SCHEDULE 7- EXCHANGE OF INFORMATION BETWEEN HEE AND THE PROVIDER

Template Data Sharing Agreement

This Data Sharing Agreement is made on [Insert date]		
1	Between: <i>[List all the parties]</i>	
2	Purpose, objectives of the information sharing: <i>[Be clear and concise about the reasons for data sharing, giving as detailed a description as possible. You should set out what objective you are hoping to achieve by sharing personal data between organisations. Each purpose can be numbered separately]</i>	
3	Controller/s <i>[List here all organisations which are controllers as part of this agreement and for which purposes]</i>	
4	Processor/s <i>[List here all organisations acting as processors and sub-processors as part of the agreement (and to which purpose they relate to) and state which controller(s) they report to]</i>	
5	Data items to be processed (add more lines if required)	
	Detail Item	Justification (including confirmation of signed DPIA where applicable)

6	Article 6 Condition – Personal Data <i>[Specify which Article 6 condition (legal basis) is met]</i>	
	Legal Basis (One of these must apply whenever you process personal data)	Tick which one you are using
	(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	
	(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
	(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).	
	(d) Vital interests: the processing is necessary to protect someone's life.	
	(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	
	(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	

7	Article 9 condition – Special Categories of Personal Data <i>[Specify here which Article 9 condition is met - a summary of the most likely conditions is provided below.]</i>	
	Conditions for processing special category data	Tick which one you are using
	(a) Explicit consent: (the data subject has given explicit consent)	
	(b) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations))	
	(c) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity)	
	(d) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection)	
	(e) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)	
	(f) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)	
	(g) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)	

	Other:																
	<p>Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018:</p>																
8	<p>Individual rights and preferences</p> <p><i>[Explain how these will be managed by the parties to this agreement]</i></p> <table border="1" data-bbox="248 1205 1524 1980"> <thead> <tr> <th data-bbox="248 1205 916 1346">Individual right</th> <th data-bbox="916 1205 1524 1346">Indicate how the right will be managed or why it is not applicable</th> </tr> </thead> <tbody> <tr> <td data-bbox="248 1346 916 1451">The right to be informed</td> <td data-bbox="916 1346 1524 1451"></td> </tr> <tr> <td data-bbox="248 1451 916 1556">The right of access</td> <td data-bbox="916 1451 1524 1556"></td> </tr> <tr> <td data-bbox="248 1556 916 1662">The right to rectification</td> <td data-bbox="916 1556 1524 1662"></td> </tr> <tr> <td data-bbox="248 1662 916 1767">The right to erasure</td> <td data-bbox="916 1662 1524 1767"></td> </tr> <tr> <td data-bbox="248 1767 916 1872">The right to restrict processing</td> <td data-bbox="916 1767 1524 1872"></td> </tr> <tr> <td data-bbox="248 1872 916 1980">The right to portability</td> <td data-bbox="916 1872 1524 1980"></td> </tr> </tbody> </table>			Individual right	Indicate how the right will be managed or why it is not applicable	The right to be informed		The right of access		The right to rectification		The right to erasure		The right to restrict processing		The right to portability	
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The right of access																	
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The right to restrict processing																	
The right to portability																	

	The right to object	
	Rights in relation to automated decision-making profiling	
	<p>Please state below how you will manage any complaints raised regarding the proposed data sharing:</p> <p>Does the National Data Opt-out apply to proposed purpose/s for data sharing? Y/N</p> <p>If yes, please state how these will be managed:</p> 	
9	<p>Compliance with duty of confidentiality / right to privacy</p> <p><i>[Please state here how you will be satisfying the duty of confidentiality. NB this is in addition to how you have explained meeting data protection requirements to process personal data (above)]</i></p> <ul style="list-style-type: none"> - Consent - Statutory Gateway (e.g. approval under s251 of the NHS Act 2006) <p><i>[Please provide an explanation if necessary. If relying on statutory gateway, specify which and confirm whether it sets aside the common law duty of confidentiality.]</i></p> <p>Is there any interference with Human Rights Article 8?</p> <p>Yes/No/Not applicable</p> <p>If yes, document why it is necessary to interfere with Human Rights and proportionate to do so:</p> 	

10	<p>Transparency</p> <p><i>[Describe here how communication/s with the public will be undertaken i.e. update Privacy notice, patient information leaflets/posters, information on website/s etc]</i></p>
11	<p>How will the data sharing be carried out?</p> <ul style="list-style-type: none"> • <i>The mechanism by which the data will be shared and an explanation, why this is secure and which organisation is responsible for ensuring security</i> • <i>How any outputs/analysis will be shared and an explanation of why this is secure, necessary and proportionate</i> • <i>Frequency – including security precautions proportionate to the level of frequency</i> <p><i>Whether any information is being transferred outside the EU and, if so, relevant safeguards (this is to ensure compliance with Article 45 of the GDPR)</i></p>
12	<p>Accuracy of the data being shared</p> <p><i>[Describe the processes/procedure for ensuring that data held and shared is accurate. Explain how any updates will be shared with all recipients of the data.]</i></p>
13	<p>Rectification of data that has been shared</p> <p><i>[Specify here any procedures in place, or to be put in place, for rectifying inaccurate data that has been shared, or rectifying data that has been identified as inaccurate after sharing by the parties to this agreement. This is separate to the individual's right to rectification]</i></p>
14	<p>Retention and disposal requirements for the information to be shared - including details of the return of information to the source organisations (if applicable)</p>
15	<p>Breach management</p>

	<i>[Outline the process for how any breach of data security/confidentiality will be managed by relevant parties]</i>
16	Specify any particular obligation on <u>any</u> party to this agreement
17	Contacts – Information Governance and Caldicott Guardian <i>[List here the IG contacts for each organisation]</i>
18	Commencement of agreement <i>[Specify the date the Agreement will come into force]</i>
19	Review of agreement <i>[Specify if, and when, and by whom (specify job role) the agreement will be reviewed]</i>
20	Review period <i>[Specify, if applicable, how long any review period will be]</i>
21	Variation <i>[Specify here if the parties, or any party, can vary the terms of this agreement. If so, detail how this is done]</i>
22	Ending the agreement <i>[Specify how a party ends their participation in the Agreement, and how data will be managed by the exiting party]</i>
23	End date

	<i>[Specify the date the agreement ends]</i>
24	Signatories <i>[Each organisation signs here, detailing the name and position of the signatory based on the sharing required. i.e. DPO/SIRO/CG/CEO/Head of service]</i>