Freedom of Information Request

Reference Number: EPUT.FOI.18.614
Date Received: 19 June 2018

*Note to Applicant: As of 1 April 2017, North Essex Partnership University NHS Foundation Trust (NEP) and South Essex Partnership University NHS Foundation Trust (SEPT) merged to form one new organisation known as Essex Partnership University NHS Foundation Trust (EPUT).

I request Essex Partnership University NHS Foundation Trust provide the following information:

(1) Full and complete copy of the contract between Essex Partnership University NHS Foundation Trust and Health Education England for the employment of Trainee Clinical Psychologists.

(2) Full and complete copy of the (generic) Contract of Employment issued by Essex Partnership University NHS Foundation Trust to persons employed in the posts of Trainee Clinical Psychologists.

(3) Full and complete copies of the Essex Partnership University NHS Foundation Trust Employment Recruitment and Selection Procedure, and Equal Opportunities Policy, and Procedure for recruitment under provision of the Disability Confident Scheme.

Please provide PDF format copies via email.

Please see attached.
LEARNING AND DEVELOPMENT AGREEMENT

between

Health Education England

and

Essex Partnership University NHS Foundation Trust
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SECTION ONE

FORM OF AGREEMENT

This Agreement is made on: 01 April 2017

between: Health Education England
          (the Authority)
          Blenheim House
          Duncombe Street
          Leeds
          LS1 4PL

and: Essex Partnership University NHS Foundation Trust
     (the Placement Provider)
     Trust Head Office
     The Lodge
     Lodge Approach
     Runwell
     Wickford
     Essex, SS11 7XX

together referred to as "the Parties".

The Learning and Development Agreement commences on:

<table>
<thead>
<tr>
<th>Day [Numeric]: 01</th>
<th>Month: April</th>
<th>Year: 2017</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>(the &quot;Commencement Date&quot;)</td>
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Unless terminated earlier in accordance with the terms of the Learning and Development Agreement, the Learning and Development Agreement remains in effect until:

<table>
<thead>
<tr>
<th>Day [Numeric]: 31</th>
<th>Month: March</th>
<th>Year: 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(the &quot;Expiry Date&quot;)</td>
<td></td>
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</table>

If the cumulative value of the contract exceeds £50,000,000 it will require Treasury Approval which is to be sought via Health Education England's Central Finance Team to process via the Department of Health.
IT IS AGREED THAT

The Form of Agreement (Section One) together with the attached Section Two and Schedules 1 to 4 inclusive are documents which collectively form the “Learning and Development Agreement” as defined in Section Two.

<table>
<thead>
<tr>
<th>Signed for the Authority</th>
<th>Witnessed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title or position held on behalf of the Authority</td>
<td>Regional Director for Midlands and East</td>
</tr>
<tr>
<td>Print Full Name</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Signature</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Date</td>
<td>23 June 2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signed for the Placement Provider</th>
<th>Witnessed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title or position held on behalf of the Placement Provider</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Placement Provider</td>
<td>Essex Partnership University NHS Foundation Trust</td>
</tr>
<tr>
<td>Print Full Name</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Signature</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>Date</td>
<td>28/7/17</td>
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</tbody>
</table>
SECTION TWO

TERMS AND CONDITIONS

BACKGROUND:

(A) Health Education England (known afterwards in this Agreement as "the Authority") is committed to the provision of quality education and training for the development of healthcare professionals and accordingly it has allocated a budget to its LETBs to fund specific education and training and to meet strategic education and training objectives. The DH requires the Authority to use the funding appropriately and shall monitor the Authority against certain key performance indicators set out in the mandate from the Secretary of State to the Authority.

(B) The Agreement will be managed on behalf of the Authority by a designated Local Education and Training Board (LETB) under the Authority's scheme of delegation.

(C) Accordingly, the Authority commissions a broad range of education and training services from a variety of Placement Providers (including the Placement Provider) (and, where relevant, non-NHS Placement Providers) to ensure staff and prospective staff of NHS organisations (and, where relevant, non-NHS organisations) are properly trained at all times. The purpose of this Agreement is to:

(i) ensure that the Placement Provider provides high quality learning and training environments that support the learning and development of Learners undertaking education/training within the Placement Provider to ensure that the Learners have the appropriate skills;

(ii) set out the obligations of the Placement Provider and the Authority to provide support, education and training and workforce development;

(iii) set out the arrangements for the use of the budget by the Placement Provider; and

(iii) In allocating funds to the Placement Provider, the Authority expects the Placement Provider to support national workforce priorities and those identified locally through the relevant LETB, and to make investment plans and decisions based on long-term workforce planning using local and national data sources including that currently produced by the Centre for Workforce Intelligence.
AGREED TERMS:

1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

1.1 Definitions

In this Agreement the following words and expressions shall, save where the context or the express provisions of this Agreement otherwise requires or admits, have the following respective meanings:

Agreement Expiry Date means the date of expiry or earlier termination of this Agreement as the context so requires;

Agreement Year means any period of 12 consecutive Months the first such period commencing on the Commencement Date and subsequent periods commencing on the anniversary date of the Commencement Date and in the first year being the period from the Commencement of Date;

Annual Plan will match to the NHS Financial Year 1st April to 31st March;

Area Team means a regional outpost of NHS England;

Authorisation Framework sets out the establishment criteria for Local Education and Training Boards;

Authority’s Budget means the education and training budget afforded to Health Education England. This budget formerly consisted of NMET, SIFT and MADEL funding streams;

Authority’s Representative shall have the meaning given in Clause 6.1;

Business Day means any day which is not a Saturday, Sunday or public holiday in England;

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) of any Law or any amendment or variation to any Law or any judgement of a relevant court of Law which changes binding precedent in England and Wales in each case after the date of this Agreement;

Clinical Training means the structured clinical training elements of the Programme provided by the Placement Provider in accordance with this Agreement, as are necessary to fulfil the requirements of the Curriculum and the relevant responsible Regulatory Body and Postgraduate Training produced by professional bodies, Postgraduate Deans ETC;

CNST means Clinical Negligence Scheme for Trusts;

Commencement Date means 01 April 2014;

Commercially Sensitive Information means the information set out in Part B of Schedule H (Confidential Information) as updated from time to time, which is disclosed or made available directly from one Party to the other Party and the disclosure of which the Party disclosing it consider(s) would or would be likely to prejudice the commercial interests of either Party or a third party;
Confidential Information means the information set out in Part A of Schedule H (Confidential Information) as updated from time to time, which is disclosed or made available directly from one Party to the other Party and which by virtue of its inclusion in Part A of Schedule H (Confidential Information) is indicated by the disclosing Party as being confidential in nature;

Contract Term shall have the meaning set out in Clause 2.1;

Curriculum means the relevant educational requirements for the Learners established by the relevant Regulatory Body;

Demobilisation Period means the period commencing six months before the Agreement Expiry Date;

DH means the Department of Health for England and Wales;

Disclosing Party has the meaning given in Clauses 22.6 and 22.7;

Disclosure Barring Service means the executive, non-departmental public body of the Home Office, which is the result of the merger of the Independent Safeguarding Authority and Criminal Records Bureau;

Dispute Resolution Procedure means the dispute resolution procedure detailed in Clause 21;

Education Provider means the contracted provider of certain education and training services (including but not limited to Institutions) who are signed up to the National Standards Education Framework Agreement;

Employed Trainee means those Learners who are recruited into the NHS training posts on Programmes leading to statutory or voluntary registration, who are for the duration of their training only employed by the Placement Provider and is funded by the Authority the Placement Provider's provision of a salary for the Employed Trainee;

Fees means the amount to be paid by the Authority to the Placement Provider for the provision of the Services;

Financial Year means April to March;

FOIA means the Freedom of Information Act 2000;

Force Majeure has the meaning given in Clause 44.1;

GMC means General Medical Council;

GDC means General Dental Council;

GP means a general medical practitioner registered on a performers list of an Area Team in England;

Good Industry Practice means using standards, practices, methods and procedures conforming to the Law and exercising that standard of skill, care and diligence which would reasonably be expected of an appropriately
qualified, skilled and experienced person in the provision of services similar in nature to the Services;

**Health and Safety Legislation** means the Health and Safety at Work Act 1974 and any regulations made by the Secretary of State pursuant to section 15 (1) thereof;

**Higher/Further Education Agreement** means an agreement between the Authority and an Education Provider for the provision of either the Undergraduate or Non-Medical Programmes;

**HCPC** means the Health and Care Professions Council, the Regulatory Body for health, psychological and social work professionals;

**Indemnified Party** has the meaning given in Clause 43.3;

**Indemnifying Party** has the meaning given in Clause 43.3;

**Institution** means the provider of certain education and training services with whom students are registered to undertake the Undergraduate Medical and Dental Programmes and Non-Medical Programmes whose obligations are set out within relevant, separate agreements;

**Intellectual Property Rights** means any and all patent, trademarks, service marks, domain names, design rights, utility models, inventions, know how, trade and business names, copyrights and rights in databases and any other similar rights or obligations subsisting anywhere in the world (whether registrable or not) for the full duration of such rights including extensions and renewals;

**Law** means:

(a) any Act of Parliament or the Welsh Assembly, any statutory instrument or other subordinate legislation of either parliament or any exercise of the Royal Prerogative;

(b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

(c) any applicable guidance direction or determination or NHS requirements with which the Authority and/or the Placement Provider (as the case may be) is bound to comply, to the extent that the same are published and publicly available; and

(d) any applicable judgement of a relevant court of law which creates binding precedent on England and Wales,

in each case, in force in England and Wales;

**Lead Unit Agreement** means the agreement which sets out the respective rights and obligations of the lead employer in relation to the provision of *Post
Graduate Medical and Dental Training Programmes / other relevant programmes;

Learner means a student, trainees or other category of learner actively undertaking and participating in a Programme and to whom the Services are provided excluding those who are temporarily suspended or deferred from the Programme but including employees of the Placement Provider, and Learners shall be construed accordingly;

Learning and Development Agreement (LDA) means the agreement in place between the Authority and Placement Provider for practice placement and learning activity.

LETB means a Local Education and Training Board created as a subcommittee of Health Education England to discharge duties at a local level;

Link Tutor means a duly appointed employee of the Placement Provider or Education Provider who provides teaching or non-educational support to Learners;

Losses has the meaning given in Clause 15.9;

Month means a calendar month (and the term Monthly shall be construed accordingly);

National Standard Education Framework Agreement the signed framework agreement in place between the Authority and Education Providers (usually a Higher Education Institute (HEI)), such agreement having no services directly associated with it, but from which call-off contracts can be formed to define the services commissioned;

New Provider means a Placement Provider who did not provide at least one service the same as or similar to the Services within the 12 Months preceding the Commencement Date;

NHS means the National Health Service for England and Wales;

NHS Employer means the organisation that represents the collective voice of employers in the NHS;

NMC means the Nursing and Midwifery Council, the Regulatory Body for nurses and midwives;

NHS LA Administered Schemes are those under which NHS bodies can pool the costs of any ‘liabilities to third parties for loss, damage or injury arising out of the carrying out of their functions’;

NHS Staff Surveys has the meaning given in Clause 12.7;

Non-Medical Programmes means any non-medical education programmes or courses leading to recognised health related qualification (but not necessarily registration with a Regulatory Body) which may be managed by an Education Provider or by a Placement Provider;

Other Provider means any other provider of education not being the Placement Provider and not being a party to this Agreement;
Parties means the Authority and the Placement Provider;

Placement Provider any organisation that provides practice placements regardless of whether or not it is an NHS Organisation

Placement Provider’s Representative shall have the meaning given in Clause 6.2;

Post Graduate Medical and Dental Training Programme means foundation and specialist training and continuing professional development including Continuing professional and personal development in accordance with the requirements of the Regulatory Body.

Post Graduate Non-Medical Programme means a non-medical programme of study leading to an approved post graduate non-medical qualification in accordance with the requirements of the Regulatory Body;

Practice Placement means any suitable supervised clinical, practical or other learning experience in a workplace environment provided, conducted or arranged by the placement provider for Learners; usually but not limited to an NHS trust, Foundation trust, GP surgery, dental practice and other organisations that form part of the National Health Service or who deliver placement learning funded by the NHS which for the purposes of this Agreement includes the private and voluntary sectors;

Premises means the premises from where the Services will be provided;

Pre-Qualification Programme means a further education programme of study leading to an approved award or outcome (for example a QCF (National Qualification and Credit Framework) in accordance with the requirements of the Regulatory Body (the guidance notes will state who this definition applies to e.g. QCF trainees);

Programme means any of the Pre-Qualification Programmes, Undergraduate Medical and Dental Programmes, Post Graduate Medical and Dental Training Post/Programmes and Non-Medical Programmes, as may be applicable to the particular context;

Quality Assurance Process means the process as set out within Schedule C, of ensuring that training and education programmes are developed and approved in such a way as to meet the standard required by HEE, LETBs, DH and the Regulatory Bodies and are delivered effectively in accordance with those standards;

Regulatory Body means the relevant validating, accrediting and Regulatory Body which sets, monitors and maintains standards for the relevant Programme;

Related Agreements means the Higher/Further Education Agreements and Lead Unit Agreements if relevant and applicable;

Relevant Change in Law means any Change in Law which relates to the powers duties and responsibilities of the Authority (in the provision of the training and education of Learners) and which have to be complied with implemented or otherwise observed by the Authority in connection with its functions for the time being; and any Change in Law which relates to the
powers duties and responsibility of the Placement Provider and which has to be complied with implemented or otherwise observed by the Placement Provider in connection with its obligations under this Agreement for the time being or any Change in Law which specifically refers or relates to the provision of the Services;

**Remedial Action Plan** has the meaning given in Clause 21;

**Requested Information** has the meaning given in Clause 22.7;

**Revalidation** means the process by which all doctors are assessed for ongoing competence against the GMC standard framework;

**Review** means a review of the progress of this Agreement and the provisions of the Services, which shall take place in accordance with Clause 6;

**Secretary of State** means the Secretary of State for Health or the secretary of state for any other government department with control over health education from time to time;

**Services** means the provision by the Placement Provider of the Practice Placements and any ancillary services to be provided by the Placement Provider under this Agreement, as more particularly described in Schedule A (The Services);

**Transfer Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**Undergraduate Medical and Dental Programme** means a higher education programme of study leading to an MBChB or BDS qualification or their equivalent, in accordance with the requirement of a University Medical or Dental School.

**Undergraduate Programme** means a higher education programme of study leading to an approved degree in accordance with the requirements of the Regulatory Body (the guidance notes will state who this definition applies to e.g. under graduate medical, dental and non-medical learners).

### 1.2 Interpretation and Construction

In the Agreement, unless the context otherwise requires:

1.3 Words importing any gender include any other gender. Words in the singular include the plural and words in the plural include the singular

1.4 Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner. The headings and index are inserted for convenience only and shall have no legal effect
1.5 Reference in this Agreement to any Clause or Schedule without further designation shall be construed as a reference to the Clause of or Schedule to this Agreement.

1.6 References to any statute or statutory provision in this Agreement shall be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether before or after the Agreement Date whether by statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it whether before or after the Agreement Date.

1.7 A reference to a statute or statutory provision includes:

1.7.1 any subordinate legislation (as defined in Section 21(1) of the Interpretation Act 1978) made under it;

1.7.2 any repealed statute or statutory provision which it re-enacts (with or without modification); and

1.7.3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.

1.8 Where consent or approval of any party to this Agreement is required for any purpose under or in connection with the terms of this Agreement it shall be given in writing.

1.9 Any reference to the Placement Provider shall include a reference to any successor in title or any organisation or entity which has taken over its function or responsibilities and its permitted assigns.

1.10 A reference to an employee of the Placement Provider shall include a reference to any full or part time employee or officer, director, manager, or clinical staff (including visiting clinical staff) and agents.

1.11 The term "person" includes any individual partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association.

1.12 The Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules.
1.13 Except where an express provision of this Agreement states the contrary, each and every obligation of a Party under this Agreement is to be performed at the Party’s cost.

1.14 All reference to this Agreement include (subject to all relevant approvals) a reference to this Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2. COMMENCEMENT AND TERM

2.1 Subject to Clause 2.2, this Agreement shall take effect on the Commencement Date and shall, unless terminated earlier in accordance with Clause 18, continue for one year after the Commencement Date. It shall then continue until either party gives the other at least 6 Months’ notice of termination, such termination to take effect on an anniversary of the Commencement Date (Contract Term).

2.2 Where the Placement Provider is a New Provider, the Authority may terminate this Agreement on written notice at any time after the first anniversary of the Commencement Date if the Authority considers, always acting reasonably but at its sole discretion, that the Placement Provider has not met its obligations in Schedule (C) (Quality and Assurance).

3. PREVAIL

3.1 In the event of any conflict between the terms of this Agreement then the parts of this Agreement shall prevail and take priority in the following order:

3.1.1 the Clauses; and

3.1.2 the schedules.

4. CO-OPERATION

4.1 The Parties agree to co-operate in good faith with regard to their respective obligations under this Agreement, and in regard to the provision of NHS-funded education and training to staff employed in East of England.

4.2 The Placement Provider agrees to co-operate to provide learning experiences in good faith with Other Providers in regard to the provision of NHS funded education and training to staff employed in East of England. For the avoidance of doubt the Parties acknowledge and confirm that the
Authority cannot guarantee to any Placement Provider any minimum or maximum number of Learners who are to take up Practice Placements in any Agreement Year but this will be agreed each Agreement Year as between the Parties.

4.3 The Placement Provider and the Authority shall use all reasonable endeavours to ensure the involvement of NHS funded organisations in the delivery and development of the Programme in order to respond to national, regional and local NHS priorities as defined by DH, the Authority and the LEB for the area.

5. **THE SERVICES**

5.1 The Placement Provider shall provide the Services:

5.1.1 in accordance with the terms of this Agreement;

5.1.2 with all due skill care and diligence using appropriately experienced, qualified and trained personnel;

5.1.3 in accordance with Good Industry Practice;

5.1.4 in compliance with Law (including the holding and maintaining of all necessary licences, authorisations and permissions in order to ensure compliance in all respects with its obligations under this Agreement);

5.1.5 using its best 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 the Authority in any material respect;

5.1.6 in a manner which does not infringe the Intellectual Property rights of any third party; and

5.1.7 subject to Clause 5.3, otherwise in accordance with the Authority's instructions.

5.2 In the event of any conflict or inconsistency between any of the requirements set out in Clauses 5.1.1 to 5.1.7 (inclusive), the Placement Provider shall give the Authority notice to that effect and shall, as soon as practicable, discuss such conflict or inconsistency with the Authority. The Parties shall seek, through open discussion, to agree how the conflict or inconsistency is to be addressed and the impact (if any) on this Agreement and the provision of the Services. If the Parties have failed to reach agreement within ten Business Days of the Placement Provider
giving notice to the Authority of the conflict or inconsistency, either Party may refer the dispute to the Dispute Resolution Procedure. During any such reference to the Dispute Resolution Procedure, the Placement Provider shall continue to provide all Services to the Authority which are not in dispute.

5.3 The Placement Provider shall not be obliged to comply with any instructions from the Authority under Clause 5.1.7 which:

5.3.1 do not comply with Law; or

5.3.2 will or are likely to require the Placement Provider to incur additional costs in complying with such instructions (save where such costs can be recovered by the Placement Provider through a variation agreed pursuant to the provisions of Clause 16).

6. AUTHORISED REPRESENTATIVES, CONTRACT MANAGEMENT AND REVIEW

Authority representatives

Contract management

6.1 The Authority shall identify a suitably qualified and senior employee of the Authority to be the Authority’s Representative. The Authority’s Representative shall be The Head of Workforce Partnership, or such person as is notified by the Authority to the Placement Provider from time to time. Such person will be the formal point of contact between the Authority and the Placement Provider, shall participate in the review meetings referred to in Clause 6.4 and shall have power to bind the Authority as regards the matters which this Agreement contemplates will be considered by them and the Placement Provider’s representative. The Authority shall keep the Placement Provider notified of the identity of the Authority’s Representative.

6.2 The Placement Provider shall identify a suitably qualified and senior employee of the Placement Provider to be the Placement Provider’s Representative. The Placement Provider’s Representative shall be [name/job title], or such person as is notified by the Placement Provider to the Authority from time to time. The Placement Provider’s Representative shall be employed by the Placement Provider in connection with the provision of the Services. The Placement Provider’s Representative will be the formal point of contact between the Placement Provider and the Authority and shall participate in the review meetings referred to in Clause 6.4 and shall have power to bind the Placement Provider as regards the
matters which this Agreement contemplates will be considered by them and the Authority's representative.

6.3 Each of the Placement Provider and the Authority shall nominate contract management teams and shall procure that the members of such contract management teams participate in review meetings relevant to their area of expertise.

Review

6.4 The Parties shall undertake an annual review as per the locally defined processes as outlined in Schedule C:

6.4.1 this Agreement and its Schedules;

6.4.2 the performance of the Parties with regard to their respective duties and obligations under this Agreement

6.4.3 any suggested improvements, variations, extensions or reductions to the Services;

6.4.4 any Relevant Change in Law which affect the operation of this Agreement; and

6.4.5 such other matters as the Parties consider necessary.

6.5 When reviewing this Agreement and the provision of the Services the Parties shall realistically plan and agree requirements taking into account their joint assessment of training requirements for the following Agreement Year and the likely impact of any modernisation and/or reconfiguration that may alter requirements.

6.6 Each review shall be completed by the Authority's Authorised Representative and the Placement Provider's Authorised Representative signing a written review record containing a summary of:

6.6.1 all of the matters raised during the review;

6.6.2 all matters on which agreement has been reached or partly reached with statements of the resulting variations on which dispute has arisen or partly arisen, with a summary of the issues prepared by the Parties, showing the date or dates on which the Authority or the Placement Provider has referred or intends to refer them to the Dispute Resolution Procedure;
6.6.3 all matters on which dispute has arisen or partly arisen, but which the Parties in dispute have agreed to withdraw.

6.7 Matters in dispute following a Review shall be subject to the Dispute Resolution Procedure.

7. RECRUITMENT AND SELECTION, OCCUPATIONAL HEALTH AND DBS CHECKS

7.1 Non-Employed Learners;

The Authority/Placement Provider will, through the national standard education framework, ensure that education providers select Learners for training in accordance with the rules and standards as laid down by the relevant Regulatory Body, relevant national policies (including but not limited to the NHS Employment Check Standards and counter fraud measures) and any other provisions as specified in the Schedule. This is to ensure that, prior to practice placement, learners will:

7.1.1 possess at least the minimum entry requirements for the appropriate Programme(s) as required by the appropriate Regulatory Body and the specific rules and standards of the Education Provider and that all education qualifications are checked and verified;

7.1.2 students are recruited in line with the NHS values as set out in the NHS constitution;

7.1.3 have their references checked for accuracy and veracity;

7.1.4 are subjected to Occupational Health Screening and Safeguarding Screening as described in Clause 8 as set out in the national standard education framework;

7.1.5 are subject to identity checks to a standard at least in accordance with UK Border Agency guidance (and shall refuse to permit any individual who fails such checks to become a Learner);

7.1.6 comply with the requirements of the UK Border Agency in relation to any Learner subject to immigration control;

7.1.7 are subject to appropriate checks to confirm their eligibility to be accepted onto relevant programmes in line with the NHS Bursary Scheme criteria that determine eligibility for those professions included within it and/or other relevant nationally recognised eligibility criteria where appropriate. The Authority and/or Education Commissioner reserves the right to have access to evidence of Learner eligibility and identity as may be required; and
7.1.8 promptly provide original documentation as evidence to support the checks undertaken pursuant to this Clause 6.3 (as set out in the national standard education framework) and provide all relevant documentation to the Education Provider throughout their training.

7.2 The Placement Provider will recognise the agreement between the Authority and the Education Provider regarding Disclosure and Barring Service and occupational health checks and will not seek additional checks unless seemed necessary.

7.3 Employed Learners

The Placement Provider will be responsible for meeting the requirements set out in Clause 7.1 for those Learners they employ, including seconded Learners and also ensure learners;

7.3.1 are medically fit to be trained, including any screening, immunisations and vaccinations deemed necessary by programme standards set out by regulation and Department of Health guidance;

7.3.2 once selected, be subjected to all appropriate and customary Disclosure Barring Service (including enhanced checks, DBS adult first checks and check of the DBS “barred lists” where appropriate) and occupational health checks; and

7.4 The Authority will ensure work permits or other requirements for overseas Learners are provided.

7.5 The Authority, through the LETB, will be responsible for the requirements set out in Clause 7.1 for those postgraduate medical and dental Learners coming under the responsibilities of the LETB as outlined in ‘PGMDE Guides’ referred to in Schedule F.

7.6 All Learners

7.6.1 The Placement Provider will be responsible for ensuring all Learners have an appropriate induction into the organisation to meet its obligations as an employer. The provider is committed to ensuring all new staff including substantive, temporary or students are properly inducted into the organisation, the NHS constitution and their department and their job. The process of induction is unequivocally linked to the Provider’s Missions and Values. Induction is aimed to create a framework in which all staff, whether temporary or permanent, are effectively and appropriately introduced to the Provider’s culture, environment and ways of working. The Provider will continuously
monitor the induction process to ensure the aims of the induction policy are met.

7.6.2 The Placement Provider shall ensure that all relevant checks have been carried out (whether by the Learners employer or an Education Provider), in line with the Placement Agreement (Schedule G), on Learners, prior to the commencement of the Learners on the Programme.

7.6.3 The Placement Provider must ensure that appropriate processes are in place to ensure Learners self-disclose any relevant information at regular intervals throughout training. The costs of any additional Disclosure and Barring Service and occupational health checks required by the Placement Provider will be the responsibility of the Placement Provider. The Placement Provider will ensure that any such requirements for additional checks does not materially delay or inhibit the terms of this Agreement.

7.7 Mandatory Training

7.7.1 The Authority will, through the National Standard Education Framework Agreement, ensure Education Providers deliver appropriate and relevant mandatory training to Learners, prior to the first Practice Placement. Should the Placement Provider require any additional mandatory training this will be the responsibility of the Placement Provider and the costs of any additional training required by the Placement Provider, will be the responsibility of the Placement Provider. The Placement Provider will ensure that any such requirement for additional training does not materially delay or inhibit Learner progress.

7.7.2 Mandatory training for Learners employed by the Placement Provider is the responsibility of the Placement Provider.

7.7.3 Responsibility for the delivery of mandatory training to hosted Learners lies with the employing organisation and is provided subject to Clauses 7.7.1.

8. UNLAWFUL DISCRIMINATION

8.1 The Placement Provider shall ensure that in carrying out its obligations under this Agreement, it shall comply, and it shall procure that all employees or agents of the Placement Provider and all sub-contractors connected with the provision of the Services comply, with the provisions
of the Equality Act 2010 or any statutory modification or amendment made thereto from time to time or of any similar legislation which has been, or may be, enacted from time to time relating to discrimination in employment or discrimination in the delivery of public services.

8.2 Each Party shall ensure that all Learners enjoy equal opportunity to receive Services regardless of any protected characteristic as defined in the Equality Act 2010 (other than a disability which would prevent that person from practising).

9. **PRACTICE PLACEMENTS**

The Placement Provider undertakes to fulfil the obligations of its roles and responsibilities set out in the national partnership principles between Providers and Education Providers in (the Education and Practice Partnership Principles).

10. **PREMISES AND FACILITIES**

10.1 The Placement Provider shall make available appropriate access to Premises and facilities to support Learners, undertaking any education/training pursuant to this Agreement, and shall ensure access to appropriate clinical and non-clinical learning environments to allow Learners to complete their learning objectives.

10.2 The Placement Provider shall ensure that Learners undertaking any education/training have the same work facilities and amenities as those available to its employees.

10.3 The Placement Provider shall ensure that staff of Education Providers involved in the supervision, mentorship and assessment of Learners undertaking any education/training at the Placement Provider, will have access to all Practice Placement settings and learning environments.

10.4 The Placement Provider shall ensure that where facilities have been provided by the Authority or Education Providers to support specific education and training, that education and training will have priority in the use of those facilities (wherever this is reasonable to achieve). Facilities provided for a specific Programme must be used to support that Programme in the first instance.

10.5 The Placement Provider shall ensure that Learners receive any necessary training to enable them to use any equipment safely.

10.6 The Placement Provider shall consult with the Authority on any significant changes to the use of Premises/facilities which would impact upon the
educational environment, or in advance of the termination of the use of Premises or other facilities.

10.7 The Placement Provider shall give the Authority a reasonable period of time within which to express its views on any changes proposed in accordance with Clause 10.6. The Authority reserves the right to assess the impact of these changes upon the educational environment (taking into account the views of the Placement Provider) and will make a determination as a result.

10.8 The Placement Provider shall provide and maintain in a safe condition all equipment and facilities required for the provision of the Services.

10.9 The Placement Provider shall ensure that all Premises, facilities and equipment:

10.9.1 are suitable for the performance of the Services;

10.9.2 comply with any applicable Health and Safety Legislation, any other applicable Law, appropriate risk management clinical guidance, good healthcare practice and the requirements of any relevant Regulatory Body; and

10.9.3 are sufficient to enable the Services to be provided at all times and, in all respects, in accordance with this Agreement.

10.10 The Placement Provider shall make available sufficient, appropriate and accessible library and information technology resources to the Learners and staff involved with any of the Programmes/education/training pursuant to this Agreement.

10.11 The Placement Provider will have in place the infrastructure to support technology enhanced learning in accordance with schedule B.

11. QUALITY ASSURANCE/MANAGEMENT AND PERFORMANCE MANAGEMENT

11.1 The Placement Provider shall demonstrate a proper concern for quality, manifest through routine and systematic quality monitoring to provide suitable assurance for the Authority and Regulatory Bodies. A quality framework will be shaped using a number of regulatory and Authority standards, including those identified within the Education Outcomes Framework. Accepted standards that are based on evidence are outlined in Schedule C and D. Local standards for the Services which may need to be the subject of on-going local monitoring arrangements are set out in Schedule C.
11.2 Action plans will be jointly drawn up to reflect the findings of the Quality monitoring and inspection activities, against Standards identified in Schedule C, ensuring that responsibility for each action is clearly identified and completion and compliance are monitored.

11.3 The Parties shall review Schedule C annually, in line with the Schedule review timetable to reflect national agreements in respect of Quality Assurance Frameworks and changes to such agreements which are agreed from time to time at national level.

12. SUPPLY OF INFORMATION

12.1 The Placement Provider shall provide the Authority with an agreed minimum data set to an agreed time-scale, as provided in the Schedules to this Agreement and in accordance with the provisions of Schedule D (Exchange of Information Between the Authority and Placement Provider).

12.2 From time to time the Authority may also require the Placement Provider to supply additional information. The Placement Provider shall provide such additional information, within a reasonable timescale and in a format agreed between the Parties from time to time.

12.3 Other information, in addition to that outlined in Schedule D (Exchange of Information Between the Authority and the Provider), may also be required to be retained and held by the Placement Provider from time to time, and such information shall be made available for inspection at the reasonable request of the Authority.

12.4 The Placement Provider shall comply with requests from the Authority and/or its auditors for such financial and other information as the Authority and/or its auditors may require relating to this Agreement in a timely manner and otherwise to such timescale as the Authority and/or its auditors may specify.

12.5 Where the agreed minimum dataset are either not provided within the agreed time-scale or are provided but are inaccurate or are incomplete, and where this is an Agreement that attracts specific funding as set out in Schedule E(Funding), the Authority will communicate with the Placement Provider’s Authorised Representative to seek a resolution through the Quality Assurance Framework in Schedule C (Quality Assurance and Performance Management). Both Parties will seek to resolve the issue via this process within an eight week timescale. The Authority is entitled
to withhold up to 10% of monthly payments to the Placement Provider after that or until the issue is resolved.

12.6 All records relating to the data outlined in Schedule D (Exchange of Information between the Authority and the Placement Provider) (particularly personal training records and personal information) shall be retained by the employing organisation of the Learner for an agreed period of time and in a suitable format, as determined by NHS Employers for seven (7) Agreement Years after the expiry or termination of this Agreement. The Placement Provider and appropriate Placement Provider staff members with requisite knowledge of this Agreement will, upon receipt of reasonable notice, be made available at a time and place to be agreed between the Parties to answer questions connected to the records and education information.

12.7 The Placement Provider and the Authority acknowledge that the NHS in England is required to complete and submit to the Department of Health and the Care Quality Commission, in February each year, a ‘Staff and Trainee Satisfaction Rates Survey’ (the “NHS Staff Surveys”). The Placement Provider acknowledges that the Authority may rely on the information in any such NHS Staff Surveys submitted by the Placement Provider. Postgraduate Medical and Dental trainees are required to complete surveys administered by the Regulatory Bodies.

12.8 The Placement Provider is required to share their Care Quality Commission outcomes within 30 days where reference to the educational quality of their Practice Placements is made.

13. NOT CURRENTLY USED

14. PAYMENTS

14.1 The Authority shall pay the Placement Provider the Fees in accordance with Schedule E (Funding).

14.2 The Fees may be varied within and throughout the Agreement Year in accordance with the Fees variation procedure included within Schedule E (Funding).

14.3 The Authority shall make payment by their agreed system in place as agreed with LETBs and the Placement Provider from time to time.

14.4 All sums payable to the Placement Provider under this Agreement are exclusive of VAT, which shall, where applicable, be paid in addition at the
rate in force at the due time for payment subject to the Placement Provider supplying a valid VAT invoice to the Authority.

14.5 If the Parties have a genuine dispute in relation to all or any part of the Fees, the Authority shall pay to the Placement Provider the undisputed portion of the Fees. The Parties shall use all reasonable endeavours to resolve the dispute in question within 20 Business Days of the dispute arising. If they fail to resolve it, either Party may refer the matter to the Dispute Resolution Procedure. Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by the Authority, together with interest on such amount calculated in accordance with Clause 14.6.

14.6 The Parties shall pay interest on any amount payable by that Party under this Agreement not paid on the due date, for the period from that date to the date of payment at the rate of three per cent. (3%) per annum above the base rate of the Bank of England from time to time. The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

Additional costs

14.7 The Agreement prohibits the Placement Provider from requiring Learners to pay for any costs related to the Services.

14.8 The Authority is not liable for any costs except those explicitly referred to in this Agreement unless the Authority specifically accepts them, in writing.

14.9 The Parties agree that where this Agreement is of a type that attracts specific funding, if:

14.9.1 any agreed Practice Placements are not made available; and/or

14.9.2 any elements of Schedule D (Exchange of information between the Placement Provider and the Authority) are not met in accordance with Clause 12; and

14.9.3 where the matters referred to in Clause 14.9.1 and 14.9.2 have been the subject of a Remedial Action Plan which has not been complied with in accordance with the agreed timescales and has not been caused by an event of Force Majeure,
a reasonable proportion of this funding may be withheld by the Authority until the Remedial Action Plan has been complied with. The Authority may use the funds withheld to defray the expense of securing the provision of the Services with an alternative provider where, in its discretion, it requires it to do so.

15. **LIABILITY AND INSURANCE**

15.1 The Placement Provider shall maintain third party, public liability and any other appropriate insurance cover, (which for the avoidance of doubt shall include appropriate levels of insurance cover in respect of injury to persons in the minimum sum of £2 million in respect of any claim or series of claims arising from any one incident) in respect of the Services performed on the Premises in accordance with the requirements of this Clause 15.

15.2 At the commencement of the Agreement and from time to time thereafter at the reasonable request of the Authority or its Authorised Representative, the Placement Provider will produce evidence of the insurances obtained and maintained in accordance with Clause 15.1, to the Authority.

15.3 The Placement Provider shall agree with the Authority the specific duties and obligations of such persons as regards Learner supervision and patient care as appropriate. For the purposes of this Clause 15.3 and in accordance with the requirements of the Higher/Further Education Agreements, in performing the Services, the Placement Provider agrees to be deemed to be the employer of the Learner whilst undertaking Practice Placements.

15.4 For the avoidance of doubt in relation to the Post Graduate Medical and Dental Programmes and Non-Medical Programmes, the Placement Provider shall in any event, be the employer of the Learner and accordingly shall indemnify the Authority, in accordance with Clause 15.3. A Learner shall be deemed to be in the employment of the Placement Provider for the purposes of the indemnity being provided pursuant to this Clause 15 only and not for the purposes of employment law, save where the Learner is an Employed Trainee or a seconded employed by the Placement Provider.

15.5 The Placement Provider shall ensure that any Learner or member of staff of an Education Provider involved in the provision of the Services is appropriately integrated into the Placement Provider’s arrangements for clinical governance and is made aware of relevant Placement Provider policy and requirements.
15.6 The Placement Provider will ensure that any Learner or member of staff of an Education Provider involved in the provision of the Services has the benefit of the Placement Provider's usual arrangements for indemnifying its staff against claims associated with the performance of their professional duties (including but not necessarily limited to claims arising out of adverse clinical events).

15.7 Where the Placement Provider provides Continuing professional and personal development, it shall be liable for any action of all Learners relating to that Continuing professional and personal development and the liability and insurance provisions of Part A to Schedule X (Responsibilities of the Placement Provider where it is Providing Work Based Learning) shall take precedence over the rest of this Clause 15.

15.8 The Authority together with the Placement Provider shall arrange that any employees, servants or agents of the Authority who will work alongside and supervise Learners during periods of Practice Placements shall be treated as secondees to the Placement Provider for the purposes of training and instructing Learners and the Placement Provider will indemnify the Authority against any costs, claims or liabilities which may arise from the negligent acts or omissions of those persons save only to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority.

15.9 Without prejudice to its liability to the Authority for breach of any of its obligations under this Agreement, the Placement Provider shall be liable for and shall indemnify the Authority against any direct liability, loss, damage, costs, expenses, claims or proceedings whatsoever ("Losses") (subject always to an obligation upon the Authority to mitigate any Losses to every reasonably practicable extent) incurred by the Authority in respect of any claim against the Authority, arising under any statute or otherwise in respect of:

15.9.1 any loss of or damage to property (whether real or personal); or

15.9.2 any injury to any person, including injury resulting in death;

arising directly out of any act or omission or breach of this Agreement by the Placement 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 Placement Provider is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Placement Provider under this Agreement) save to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority.
15.10 Subject to Clause 15.18, the limit of the Placement Provider’s liability to the Authority for any claim arising under this Agreement shall be limited to a maximum of £15 million (fifteen million pounds sterling) in aggregate for all occurrences or series of occurrences in any Agreement Year.

15.11 If any claim or intimation of a claim comes to the notice of the Authority or which gives rise to a claim under the provisions of Clause 15.9, the Authority shall:

15.11.1 as soon as reasonably practicable give written notice of the claim or intimation of a claim to the Placement Provider specifying in reasonable detail the nature of it and provide any further information requested by the Placement Provider;

15.11.2 not make any admission or liability agreement or compromise with any person, body or authority in relation to the matter without the prior written consent of the Placement Provider, such consent not to be unreasonably withheld or delayed;

15.11.3 give the Placement Provider and its professional advisers (including its insurers) reasonable access to the personnel of the Authority and the Education Provider, making reasonable efforts to minimise any disruption caused thereby and to any relevant documents and records within the power or control of the Authority and the Education Provider so as to enable the Placement Provider and its professional advisers to question such personnel and examine such documents and records and to take copies at the Placement Provider’s expense; and

15.11.4 subject to the Placement Provider indemnifying the Authority against any liability, costs, damages or expenses which may be incurred thereby, take such action as the Placement Provider may request to avoid, dispute, resist, compromise or defend any claim and at the Placement Provider’s request permit the Placement Provider to conduct any claim or proceedings by a third party the subject of this indemnity.

15.12 Neither party shall have any right to claim damages for breach of this Agreement, in tort or on any other basis whatsoever to the extent that the loss claimed is for loss of profits, loss of use, loss of production, loss of business, loss of business opportunity or is a claim for consequential loss or for indirect loss of any nature suffered or alleged by any third party.
15.13 For the purposes of this Clause 15 and in accordance with the requirements of the Higher/Further Education Agreements, in performing the Services, the Placement Provider shall be deemed to be the employer of such persons seconded whilst they are on the Premises for the purposes of training and instructing Learners in order to ensure that the employees, servants or agents of the Education Provider who will work alongside and supervise Learners during periods of Practice Placements are covered by the relevant clinical negligence scheme and the Placement Provider will indemnify the Education Provider against any costs, claims or liabilities which may arise from the negligent acts or omissions of those persons save to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority and/or the Education Provider.

15.14 The Authority shall be liable for and indemnify the Placement Provider against any Losses (subject always to an obligation upon the Placement Provider to mitigate any Losses to every reasonably practicable extent) incurred by the Placement Provider in respect of any claim by or against the Placement Provider arising under any statute or otherwise in respect of:

15.14.1 any loss of or damage to property (whether real or personal); or

15.14.2 any injury to any person, including injury resulting in death;

arising directly out of any act or omission or breach of this Agreement by the Authority (which expression shall in the remainder of this Clause include its servants, agents, contractors or any other person who at the request of the Authority is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Authority under this Agreement) save to the extent caused (or contributed to) by any act or omission or breach of contract by the Placement Provider.

15.15 Subject to Clause 15.18, the limit of the Authority to the Placement Provider for any claim arising under this Agreement (except those relating to non-payment of Fees) shall be limited to a maximum of £1 million in aggregate for all occurrences or series of occurrences during the Agreement Year.

15.16 If any claim or intimation of a claim comes to the notice of the Placement Provider or which gives rise to a claim under the provisions of Clause 15.14, the Placement Provider shall:
15.16.1 as soon as reasonably practicable give written notice of the claim or intimation of a claim to the Authority specifying in reasonable detail the nature of it and provide any further information requested by the Authority;

15.16.2 not make any admission or liability agreement or compromise with any person, body or authority in relation to the matter without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed;

15.16.3 give the Authority and its professional advisers (including its insurers) reasonable access to the personnel of the Placement Provider and the Education Provider, making reasonable efforts to minimise any disruption caused thereby and to any relevant documents and records within the power or control of the Placement Provider so as to enable the Authority and its professional advisers to question such personnel and examine such documents and records and to take copies at the Authority’s expense; and

15.16.4 subject to the Authority indemnifying the Placement Provider against any liability, costs, damages or expenses which may be incurred thereby, take such action as the Authority may request to avoid, dispute, resist, compromise or defend any claim and at the Authority’s request permit the Authority to conduct any claim or proceedings by a third party the subject of this indemnity.

15.17 Notwithstanding any other provision of this Agreement, neither party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred (or any failure of the other party) to the extent that it has already been compensated in respect of that loss or failure pursuant to this Agreement or otherwise.

15.18 Neither Party excludes or limits its liability for:

15.18.1 death or personal injury arising as a result of the negligence of that party or any of its officers, employees or agents;

15.18.2 fraud or fraudulent misrepresentation; or

15.18.3 any other liability which cannot be excluded or limited by reason of law.
16. **VARIATION**

The terms of this Agreement shall not be varied except where variations are agreed in writing and signed by or on behalf of each of the Parties.

17. **NOVATION, ASSIGNMENT AND SUB-CONTRACTING**

17.1.1 The Authority and the Placement Provider hereby acknowledge and agree that this Agreement shall be binding on, and shall ensure to the benefit of, the Authority and the Placement Provider and their respective successors in title and permitted transferees and assigns.

17.1.2 In the case of the Authority, its successors shall include any party to whom the Authority (and/or such governmental or regulatory authority as may be involved), transfers the property, rights and liabilities of the Authority, upon the Authority ceasing to exist or upon its status changing or it being reorganised or upon its functions being altered, and references to Parties, shall be construed accordingly.

17.2 For the avoidance of doubt, in the event the Authority, or any successor commissioning organisation, ceases to exist, the provisions of the NHS Act 2006 (or any successor legislation) in relation to residual liabilities including, without limitation, sections 70 and 71 thereof, shall apply.

17.3 No Party may assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party.

17.4 Should this Agreement be so assigned in accordance with Clause 17.3, both Parties shall enter into a Deed of Novation, as will the assignee, or such other document as the Authority may reasonably require giving effect to such assignment.

17.5 Sub-contracting of this Agreement (or any part) can only be carried out with the prior written agreement of the Authority.

18. **TERMINATION**

18.1 The Authority may terminate this Agreement on notice in writing to the Placement Provider on the occurrence of any one or more of the following events:

18.1.1 if the Placement Provider ceases to offer one or more of the Services as part of its portfolio and such termination shall be:
18.1.1.1 partial termination if one or more of the Services continues to be offered by the Placement Provider and required by the Authority; and

18.1.1.2 in any other case, full termination;

18.1.2 if the Placement Provider commits a material breach of this Agreement:

18.1.2.1 such that the Authority cannot reasonably be expected to continue to perform its obligations under this Agreement; or

18.1.2.2 the breach is not capable of being remedied to the satisfaction of the Authority within six months of a notice in writing to the Placement Provider requesting its, or their, remedy;

18.1.3 if the Placement Provider commits a persistent breach of this Agreement (which for the avoidance of doubt shall mean any non-material breach which is repeated more than [four (4)] times within any Agreement Year);

18.1.4 the Placement Provider is in receipt of a quality report from any Regulatory Body which has material adverse implications for any part of any of the Programmes and the provision of any of the Services, where a Remedial Action Plan has not been agreed and enforced;

18.1.5 if a relevant Related Agreement, to which the education/training being provided relates, expires or otherwise terminates; and/or

18.1.6 any arrangement or composition with or for the benefit of creditors which does not involve a continuation of its business in the same or substantially the same form (including any voluntary arrangement as defined in the Insolvency Act 1986) is entered into by or in relation to the Placement Provider;

18.1.7 a supervisor, receiver, administrative receiver or other encumbrancer takes possession of or is appointed over, or any distress, execution or other process is levied or enforced (and is not discharged within ten Business Days) upon, the whole or any material part of the assets of the Placement Provider;
18.1.8 the Placement Provider is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);

18.1.9 the Placement Provider ceases to carry on the whole or a substantial part of its business;

18.1.10 an administrator is appointed out of court in respect of the Placement Provider;

18.1.11 the directors of the Placement Provider give notice of their intention to appoint an administrator (whether out of court or otherwise);

18.1.12 the Placement Provider has an administration order under section 8 of the Insolvency Act 1986 made in respect of it; a petition is presented (and is not discharged within 20 Business Days), or a resolution is passed or an order is made for the winding-up, bankruptcy or dissolution of the Placement Provider; and/or

18.1.13 the Placement Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act 2006.

18.2 The Placement Provider may terminate this Agreement on notice in writing to the Authority on the occurrence of any one or more of the following events:

18.2.1 if the Authority ceases to require one or more of the Services as part of its portfolio and such termination shall be:

18.2.1.1 partial termination if one or more of the Services continues to be offered by the Placement Provider and required by the Authority; and

18.2.1.2 in any other case, full termination;

18.2.2 if the Authority commits a material breach of this Agreement:

18.2.2.1 such that the Placement Provider cannot reasonably be expected to continue to perform its obligations under this Agreement; or

18.2.2.2 the breach is not capable of being remedied to the satisfaction of the Placement Provider within six months of a notice in writing to the Authority requesting its, or their, remedy; or

18.2.3 if the Authority commits a persistent breach of this Agreement.
18.3 Either Party may terminate this Agreement in the circumstances set out in Clause 44.4.

18.4 This Agreement may be terminated, (in whole or in part), at any time by mutual agreement of the Parties.

18.5 Without prejudice to any other rights or remedies under this Agreement, where either Party proposes to terminate this Agreement, in whole or in part, in accordance with Clauses 18.1.1, 18.1.5 or 18.2.1, the relevant Party shall be required to give:

18.5.1 not less than six (6) Months’ written notice to the other, where the value of the Services to be terminated amounts to less than 5.0% of the total planned income for the Placement Provider for the Financial Year, as set out in the "Annual Plan" published by the Placement Provider and agreed with the relevant Regulatory Body;

18.5.2 not less than twelve (12) Months’ written notice to the other, where the value of the Services to be terminated amounts to 5.0% or more of the total planned income for the Placement Provider for the Financial Year, as set out in the "Annual Plan" published by the Placement Provider and agreed with the relevant Regulatory Authority.

18.6 Unless the Authority directs the Placement Provider otherwise, if, following termination there are any Learners remaining on Programmes that their Practice Placement with the Placement Provider formed part of, this Agreement shall remain in full force and effect in relation to such Learners and such Programmes only until their Programmes have been completed.

18.7 The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.

19. **CONSEQUENCES OF TERMINATION**

19.1 If following termination pursuant to Clause 18 there are any Learners remaining on any Programme(s), subject to Clause 18.6 this Agreement shall remain in full force and effect in relation to such Learners until their Programmes have been completed or if this is not feasible, the Placement Provider will, with the agreement of the Authority, in writing organise alternative provision of a comparable standard and quality.
19.2 Where Clause 19.1 applies, this Agreement shall (including any relevant funding) remain in full force and effect in relation to those Learners, as only until:

19.2.1 the alternative provision organised in accordance with Clause 19.1 has come into effect; or

19.2.2 such training/education is completed or a comparable alternative has been organised and agreed by the Authority. In the event of early termination or expiry of this Agreement by effluxion, no further Fees (or any other funding) will be made available to the Placement Provider by the Authority after completion or the provision of a comparable alternative.

19.3 In the event of termination or expiry of this Agreement no further Learners shall be allocated to the Placement Provider under this Agreement.

19.4 In the event of early termination of this Agreement, the Placement Provider shall be required to share such information as the Authority reasonably deems relevant with any successor organisation(s) subject to compliance with its obligations under Clauses 23 and 22.

19.5 The Parties recognise that the Transfer Regulations may apply in consequence of the expiry or termination of this Agreement. In circumstances where the Transfer Regulations do apply, the Placement Provider shall comply with its obligations under the Transfer Regulations.

19.6 In the event of expiry or termination of this Agreement, the Placement Provider and the Authority shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to alternative providers and shall at all times act in such a manner as not to adversely affect the delivery of the Services or the obligations of the Parties under this Agreement.

19.7 If requested to do so by the Authority, the Placement Provider shall co-operate fully during the discussions and during any transfer of the Services to any alternative provider(s) and this co-operation shall extend to allowing access to and providing copies of information which is necessary in order to achieve an effective transition to a new provider without disruption to routine operational requirements, which shall, for the avoidance of doubt, include all personnel records of any employees of the Placement Provider who are assigned to the delivery of the Services and whose employment will transfer to any new provider.
19.8  The Placement Provider shall, within fourteen (14) days of a written request from the Authority, provide such full, accurate and up to date information relating to the Placement Provider's staff employed or engaged in providing the Services (or a part of the Services) to the Authority including:

19.8.1  the identity of any employees who will transfer;

19.8.2  the age of those employees;

19.8.3  information contained in the statements of employment particulars for those employees (e.g. remuneration, hours of work, holiday entitlements);

19.8.4  information relating to any collective agreements which apply to those employees;

19.8.5  instances of any disciplinary actions within the preceding two (2) years taken by the Placement Provider in respect of those employees in circumstances where the statutory dispute resolution procedures apply;

19.8.6  instances of any grievances raised by those employees within the preceding two (2) years taken by the Placement Provider in respect of those employees in circumstances where the statutory dispute resolution procedures apply;

19.8.7  instances of any legal actions taken by those employees against the Placement Provider in the previous two (2) years; and

19.8.8  instances of potential legal actions which might be brought by those employees where the Placement Provider has reasonable grounds to believe that such actions might occur.

19.9  In the event that the employment of any employees of the Placement Provider transfers to any third party as a result of the provisions of this Clause 19 or at any time pursuant to the Transfer Regulations:

19.9.1  the Placement Provider shall indemnify and keep indemnified in full the Authority against all claims, costs, damages, expenses, payments and liabilities whatsoever arising whether before or during the commencement of this Agreement out of or in connection with or in respect of any person employed or engaged by the Placement Provider in connection with the provision of the Services (or the termination of such employment or engagement) which, for the avoidance of doubt, shall include any claim made by any third party
arising out of or in connection with or in respect of the employment or engagement of any of the aforesaid persons, where and only to the extent that such claims, costs, damages, expenses, payments and liabilities were due to the acts or defaults of the Placement Provider, its servants or agents before such transfer and while such persons were in the employment of the Placement Provider;

19.9.2 the Placement Provider warrants that it shall comply in full with all its obligations under the Transfer Regulations including without limitation those under Regulations 11 and 13 and shall indemnify and keep indemnified the Authority against all claims, liabilities, losses and costs (including reasonable legal costs) arising from any breach of the warranty in this Clause 19.9.2; and

19.9.3 the indemnities in this Clause 19.9 shall continue to apply after the expiry or termination of this Agreement without any limitation in time and, in particular but without limitation, shall continue to apply in respect of any employee of the Placement Provider whose contract of employment transfers to a new provider on the expiry or termination of this Agreement.

20. DEMOBILISATION

During the Demobilisation Period, the Placement Provider shall liaise with the Authority, as the Authority reasonably requires to:

20.1.1 ensure a mutually satisfactory prompt and efficient hand over;

20.1.2 at the reasonable cost of the Authority, promptly render all reasonable assistance, provide all information (save for any confidential information as to the management framework and practices of the Placement Provider or other information treated as confidential by and relating to the business of the Placement Provider which is not in the public domain) including, without limitation, information relating to the terms and conditions of employment of its employees engaged in the provision of the Services and any potential claims relating to or associated with the provision of the Services and all detailed specifications with schedules and all other particulars relating to the provision of the Services and which is reasonably requested by the Authority and shall use reasonable endeavours to undertake all actions reasonably requested by the Authority to the extent reasonably necessary to effect an orderly assumption of the Services by another Placement Provider of the Services;
20.1.3 at the reasonable cost of the Authority, deliver to the Authority all materials, papers, documents and operating manuals owned by the Authority and utilised by the Placement Provider in the provision of the Services as are necessarily required for the continued provision of the Services;

20.1.4 insofar as it is in the power of the Placement Provider to do so and at the reasonable cost of the Authority, use all reasonable endeavours obtain the consent of third parties to the assignment, novation or termination of existing contracts between the Placement Provider or any third party nominated for that purpose by the Authority which relate to or are associated with the Service or Services as the context requires;

20.1.5 comply with its obligations pursuant to the Transfer Regulations in, relation to employees employed in relation to the provision of the Service or Services at the date of expiry of this Agreement.

21. **DISPUTE AND REMEDIATION**

21.1 During any dispute arising between the Parties, it is agreed that the Placement Provider shall continue its provision of the Services (unless the Authority requests in writing that the Placement Provider does not do so).

21.2 In the case of any dispute arising out of or in connection with this Agreement, the Authority and the Placement Provider shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and following the procedure set out in Clause 21.3 before considering commencing court proceedings.

21.3 If any dispute arises out of this Agreement either Party may commence formal inter-Party resolution of the dispute acting reasonably and in good faith in doing so. Level 1 of the management levels set out below will commence at the request, in writing, of either Party. Respective representatives of each Party as set out in the table below shall have five (5) Business Days at each level to resolve the dispute before escalating the matter to the next level as appropriate. The arrangements for sharing the cost of arbitration will be agreed prior to commencement of arbitration.

<table>
<thead>
<tr>
<th>Level</th>
<th>Authority Representative</th>
<th>Placement Provider Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Placement Provider Contract Manager</td>
</tr>
</tbody>
</table>
21.4 If the procedure set out in Clause 21.3 fails for whatever reason to resolve such dispute, the Party will attempt to settle it by mediation either: (a) with the Centre for Effective Dispute Resolution (CEDR); or (b) if agreed in writing by the Parties, with any other recognised alternative mediation organisation, using the model procedures of CEDR or the alternative mediation organisation, as the case may be.

21.5 Where a Party is in breach of its obligations under this Agreement, the Parties shall co-operate to draw up a “Remedial Action Plan” which shall include actions to be taken and timescales to be met. The Party in breach of its obligations shall comply with the Remedial Action Plan. Nothing in this Clause shall remove a party’s right to terminate under Clause 18.1.2, 18.1.3, 18.2.2 or 18.2.3.

22. CONFIDENTIAL INFORMATION

22.1 The Parties shall from time to time determine and agree the information to be set out in Schedule H Parts A and B. The Parties shall ensure that the information is correctly allocated between Parts A and B of Schedule H. The Parties acknowledge in particular that Part B of Schedule H shall contain information which the Parties agree would or would be likely if disclosed to prejudice the commercial interests of either Party or a third party and that therefore s43 of FOIA apply in respect of any request for such information.

22.2 Both Parties shall, and shall use all reasonable endeavours to ensure that any person employed, engaged or sub-contracted by them shall, keep the other Party’s Confidential Information and Commercially Sensitive Information confidential.

22.3 Nothing in this Clause 22 shall be deemed or construed to prevent either Party from disclosing the other Party’s Confidential Information or Commercially Sensitive Information to its professional advisors and its insurers.
22.4 The provisions of Clause 22.1 shall not apply to any information that:

22.4.1 is or becomes public knowledge other than by breach of this Clause 22;

22.4.2 can be shown to be in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;

22.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

22.4.4 can be shown to be independently developed without access to the other Party's Confidential Information or Commercially Sensitive Information; or

22.4.5 is required to be disclosed by law or by a court of competent jurisdiction or by the Information Commissioner and provided that such Party gives the other Party as much notice as is practicable of the disclosure.

22.5 Without prejudice to the specific provisions in the remainder of Clause 22, the Parties shall co-operate and aid one another so as to enable them to meet their obligations under FOIA or any successor legislation.

22.6 Where a Party receives a request for information (the "Disclosing Party") that is held on behalf of the Disclosing Party by the other Party then such co-operation shall include without limitation the provision of the requested information to the Disclosing Party by the other Party within a reasonable time-scale to enable the Disclosing Party to comply with the request for information within the timescales required by FOIA.

22.7 Where a Party (the "Disclosing Party") receives a written request for information which is covered by FOIA and which relates to the other Party's Confidential Information or Commercially Sensitive Information (the "Requested Information") the Parties shall comply with the procedure set out in Clauses 22.7.1 to 22.7.6:

22.7.1 subject to Clause 22.7.4, the Disclosing Party shall before making any disclosure of the Requested Information and as soon as reasonably practicable after receiving an FOIA request notify the other Party of the receipt of such request and of the nature and extent of the information covered by the request;
22.7.2 following notification under Clause 22.7.1, the other Party may make representations in writing to the Disclosing Party as to whether and on what basis the Requested Information is covered by any exemption in FOIA and should not therefore be disclosed, including where relevant any representations as to the balance of the public interests in disclosure and non-disclosure. Such representations shall be provided to the Disclosing Party no later than five (5) working days following the notification under Clause 22.7.1 and any representations received after this time shall not be taken into account by the Disclosing Party;

22.7.3 the Disclosing Party shall reasonably consider any representations and recommendations made by the other Party under Clause 22.7.2 before reaching a decision on whether it must and will disclose the Requested Information. However, the Parties acknowledge that in all cases it is for the Disclosing Party (having full regard to any guidance or codes of practice issued by the Information Commissioner or by a relevant Government Department) to determine whether it is obliged to disclose the Requested Information under FOIA including where the public interest lies in relation to disclosure;

22.7.4 notwithstanding Clause 22.7.1 the Disclosing Party shall not notify the other Party under Clause 22.7.1 where the Disclosing Party has already decided that it does not intend to disclose the Requested Information because FOIA does not apply to the request or an exemption under FOIA can be applied;

22.7.5 if the Disclosing Party takes a decision to disclose the Requested Information, it shall notify the other Party of this decision not less than 24 hours in advance of the disclosure being made; and

22.7.6 for the avoidance of doubt references to the Requested Information under this Clause 22.7 shall include both queries as to whether the other Party's Confidential Information or Commercially Sensitive Information exists and requests for the disclosure of the other Party's Confidential Information or Commercially Sensitive Information.

22.8 Save as set out in this Clause and Schedule H, the terms of this Agreement are not confidential, but neither Party shall make any announcement that is calculated to or that does harm the reputation or legitimate interest of the other. This Clause shall not prevent either Party from making comments in good faith on a matter of public interest, or from making disclosures required by FOIA or any other legislative or regulatory requirement.
23. **DATA PROTECTION**

23.1 In carrying out its obligation under the Agreement, each Party shall comply in all material respects with its respective obligations pursuant to all data protection legislation from time to time in force, including the Data Protection Act 1998 and FOIA.

23.2 The Placement Provider warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Authority's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Agreement. The Placement Provider shall also take all reasonable steps to ensure the reliability of its staff and/or agents, consultants and subcontractors having access to any such personal data and that the same only have such access to such personal data as is strictly necessary for the provision of the Services pursuant to this Agreement.

23.3 Upon reasonable notice the Placement Provider shall allow the Authority access to any relevant Premises owned or controlled by it to enable the Authority to inspect its procedures described at Clause 23.2 above and will upon the Authority's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on the Authority's behalf.

24. **INTELLECTUAL PROPERTY**

24.1 The Authority acknowledges that all legal and beneficial interest in any Intellectual Property Rights in any document, information, report, licence, text, graphics, data, computer programme, website or other electronic media, and any other materials or thing, and any and all works which are developed or created by the Placement Provider in connection with the provision of any of the Services are, and shall remain, the property of the Placement Provider.

24.2 The Placement Provider acknowledges that all legal and beneficial interest in any. Intellectual Property Rights in any document, information, report, licence, text, graphics, data, computer programme, website or electronic media and any other materials or thing, and any and all works which are developed or created by or on behalf of the Authority are, and shall remain, the property of the Authority.

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1 The terms of the Fair Processing Notice which "Learners" are asked to sign when their personal data is initially captured needs to be understood.
24.3 The Placement Provider and the Authority each acknowledges that all legal and beneficial interest in any Intellectual Property Rights in any document, information, report, licence, text, graphics, data and any other materials or thing, and any and all works which are developed or created jointly by the Placement Provider and the Authority whilst giving effect to this Agreement are, and shall remain, joint property of the Placement Provider and Authority. Each party shall have the irrevocable right free of charge to use such joint property independently of the other in such party's normal business operations. If either party wishes to permit a third party to use such joint property, it shall seek the other party's prior written consent (not to be unreasonably withheld or delayed) to grant a licence to such third party to enable it to exploit the said joint property and any income which either derives shall be shared between the parties as they agree at the time or, failing any such agreement, shall be shared equally.

24.4 In the event that either Party reasonably requires the use of any Intellectual Property Rights of the other Party in order to carry out its obligations pursuant to this Agreement, the Party who owns the Intellectual Property Rights will grant to the other Party a royalty free non-exclusive licence to use such rights for the Contract Term.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to the Agreement shall not have the right to enforce any terms of it which confer a benefit on it, except Education Providers may enforce the terms of Clause 15.13 against the Placement Provider.

26. HUMAN RIGHTS ACT 1998

The Parties agree to observe and comply with their obligations under the Human Rights Act 1998.

27. LAW AND JURISDICTION

The Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

28. PARTNERSHIPS

28.1 Nothing contained in this Agreement shall be construed so as to constitute either Party to be the agent of the other.

28.2 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties nor operate so as to create a relationship of employer and employee or principal and agent.
29. **AUDIT ACCESS**

For the purpose of:

29.1 the examination and certification of the Authority's accounts for this Agreement or;

29.2 so as to measure the economy, efficiency and effectiveness with which the Authority has used its resources in relation to the subject to this Agreement;

the Placement Provider shall permit the appropriately authorised audit body or their authorised contractors to examine such documents relating to the provision of the Services as they may reasonably require which are owned, held or otherwise within the control of the Placement Provider and the Placement Provider shall produce such oral or written explanations as it considers necessary.

30. **ADVERTISEMENTS AND MARKETING**

Unless otherwise agreed by the Authority during the subsistence of this Agreement, no disclosure, announcement, circular advertisements or publications or any form of marketing or public relations exercise in connection with the subject matter or the terms of this Agreement or the existence of this Agreement and the Parties to it or them shall be made by or on behalf of a Party to this Agreement without the approval of the Authority in writing. For the avoidance of doubt, the provisions of this Clause 30 shall in no way preclude the Placement Provider from advertising, publishing or announcing in any way the details of the healthcare services it delivers.

31. **NOTICES AND SERVICE**

31.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent:

31.1.1 by hand; or

31.1.2 by registered post; or

31.1.3 by facsimile

to the Authorised Representative or such other person, address or fax number as the party may from time to time designate by written notice to the other for such purpose.

31.2 Subject to Clause 31.4 any notice or other information given by post under Clause 31.1 above which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope
containing the same was so posted; and proof by way of statutory
declaration of personnel involved that the envelope containing any such
notice or information was properly addressed, and sent by first class
recorded pre-paid post, and that it has not been so returned to the sender,
shall be sufficient evidence that such notice or information has been duly
given.

31.3 Subject to Clause 31.4 any notice or other information sent by facsimile
transmission shall be deemed to have been duly given on the date of
transmission, provided that a confirming copy thereof is sent by first class
recorded pre-paid post to the other party at its principal address within
twenty (24) hours after transmission.

31.4 Any notice or other information received or deemed by virtue of this
Clause 31 to have been received by the Placement Provider on a day on
which the Placement Provider is closed shall instead be deemed to have
been given on the next following day upon which the Placement Provider
is open.

32. FURTHER ASSURANCE

Any party shall whenever requested by any other Party execute such documents and
do such acts and things as the other may reasonably require giving full effect to this
Agreement.

33. WAIVER

No waiver of any term provision or condition of this Agreement shall be effective
except to the extent made in writing and signed by a nominated representative of the
waiving Party and no omission or delay on the part of either Party in exercising any
right poser or privilege under this Agreement shall operate as a waiver by it or of any
right to exercise it in the future or of any other of its rights under this Agreement.

34. PLACEMENT PROVIDER EMPLOYEES

34.1 The Parties agree and acknowledge that the recruitment, retention and
Continuing professional and personal development of Placement Provider
employees that deliver and support the Services is essential to the
successful development of the Learners and performance of this
Agreement.

34.2 The Placement Provider shall ensure that it has sufficient, appropriately
trained and prepared employees to deliver and support delivery of the
Services in accordance with this Agreement.
34.3 The Placement Provider shall ensure its employees are able to access education and training (as may be required) to support the provision of the Services in accordance with this Agreement.

34.4 The Placement Provider shall implement systems and procedures to ensure that its employees are appropriately monitored, appraised and reviewed in relation to the provision of the Services.

34.5 The Placement Provider shall ensure that all employees have all necessary permits and/or entitlements to work in England and may do so legally at all times when they are employed or engaged in the provision of Services.

34.6 The Placement Provider shall be entirely responsible for the employment or the engagement and the conditions of service of all employees including, without limitation, the payment of all remuneration and benefits.

35. EDUCATIONAL GOVERNANCE ARRANGEMENTS

The Placement Provider shall demonstrate a proper concern for Educational Governance, manifest through routine and systematic reporting that uses the Authority's agreed standards as outlined in Schedule D (Exchange of Information between the Placement Provider and the Authority) to this Agreement.

36. COMPLIANCE WITH WORKING TIME REGULATIONS

The Placement Provider shall ensure that the hours of work of Learners meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, Learners bringing this to the attention of the Placement Provider shall be given the opportunity to enter into any opt-out agreement. The Placement Provider is expected to support flexible working in line with the NHS ‘Improving Working Lives’ standard (details of which can be found at the Commencement Dale at:

http://www.nhsemployers.org/SiteCollectionDocuments/Improving%20working%20lives_af080709.pdf

and is updated from time to time.

37. CUMULATIVE REMEDIES

No right or remedy conferred by either Party is exclusive of any other right or remedy contained in this Agreement or as the law may provide, but each shall be cumulative of every right or remedy now or hereafter existing and may be enforced concurrently or from time to time.
38. **SET-OFF**

Whenever under this Agreement any sum of money shall be recoverable from or payable by the Placement Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Placement Provider under this Agreement. Any exercise by the Authority of its rights under this Clause 38 shall be without prejudice to any other rights or remedies available to it under this Agreement.

39. **WARRANTIES**

The Placement Provider warrants and agrees that:

39.1 funding made available by the Authority in accordance with the terms of this Agreement will only be used to fund the purpose(s) for which the Placement Provider has requested the funds and the purposes for which the Authority has made the funds available as set out in this Agreement; and

39.2 it has entered into, or will enter into, Related Agreement(s) (as appropriate) or any other agreement(s) with Education Provider(s) or with any other relevant persons in relation to the Services for which the funding is claimed by the Placement Provider.

40. **INVALID PROVISIONS**

40.1 If any provision (or part of a provision) of this Agreement is found by a court or other administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

40.2 If any invalid, unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

41. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together shall have the same effect as if each Party had signed the same document.

42. **LICENCES**

42.1 The Authority grants the Placement Provider a non-exclusive royalty-free world-wide licence to use such of the Authority’s Intellectual Property
Rights as are necessary for the delivery of the Services under this Agreement or any equivalent subsequent agreement between the Parties. This licence shall endure for the duration of this Agreement and any subsequent agreement between the Parties with the same subject-matter.

42.2 The Placement Provider grants the Authority a nil cost non-exclusive royalty-free world-wide licence to use such of the Placement Provider’s Intellectual Property Rights as are necessary for the delivery of the Services under this Agreement or any equivalent subsequent agreement between the Parties. This licence shall endure for the duration of this Agreement and any subsequent agreement between the Parties with the same subject-matter.

42.3 The Placement Provider further grants the Authority a non-exclusive royalty-free world-wide and irrevocable licence to grant sub-licences of the Authority’s rights described in 42.2. NHS organisations and bodies working with NHS organisations to deliver NHS services.

42.4 Should the Placement Provider wish to be licensed to use the Authority’s Intellectual Property Rights or Created Property Rights for any other purpose it shall request the necessary licence in writing, and the Authority shall consider that request.

43. ENFORCEMENT

43.1 Each Party shall immediately give written notice to the other of any infringement or threatened infringement of, or any challenge to, the other Party’s Intellectual Property Rights by a third Party that comes to its knowledge.

43.2 The following Clauses 43.3 to 43.5 (inclusive) shall only apply if the Placement Provider does not participate in the NHSLA Administered Schemes:

43.3 Subject to the remainder of this Clause 43 each Party (the “Indemnifying Party”) shall, at its own expense, defend (or, at its option, settle) any action brought against the other (the “Indemnified Party”) which consists of a claim that the use of the Indemnifying Party’s Intellectual Property Rights for any activity contemplated under this Agreement infringes any Intellectual Property Rights belonging to a third Party. The Indemnifying Party agrees to be responsible for, and to indemnify the indemnified Party against, all losses, costs (including reasonable legal costs), damages, liabilities, claims and expenses suffered or incurred by the Indemnifying Party in connection with any such claim. The Indemnifying Party’s
obligations under this Clause 43.3 shall be conditional on the Indemnified Party:

43.3.1 promptly notifying the Indemnifying Party of such claim;

43.3.2 giving the Indemnifying Party express authority to proceed; and

43.3.3 providing the Indemnifying Party with all such information and assistance as it may reasonably require.

43.4 In the event that the provision of the Services, or any materials (in any media) provided by the Placement Provider to the Authority for any activity contemplated under this Agreement, infringe any Intellectual Property Rights belonging to a third Party, the Placement Provider shall, at its own expense, use all reasonable endeavours either to:

43.4.1 modify those materials or the Services to be non-infringing; or

43.4.2 obtain, at its own expense, a licence for the Authority to continue using or enjoying those materials or the Services as reasonably required for the enjoyment of the Services or performance of this Agreement.

43.5 Where either of the above is not possible and this has a material impact on the delivery of the Services the Authority may terminate this Agreement in accordance with Clause 18 or adjust the Fees in accordance with schedule E (Funding).

44. FORCE MAJEURE

44.1 Neither Party will be liable for delay or for the consequences of any delay in performing any of its obligations under this Agreement if such delay is due to any cause whatsoever beyond its reasonable control resulting from act of God, government regulation, fire, war, pandemics, epidemics, terrorist activity, civil commotion or industrial dispute (not directly involving the employees of either Party) ("Force Majeure") but nothing in this Clause shall limit the obligations of either Party to use its reasonable endeavours to fulfil its obligations.

44.2 Neither Party shall be liable for a delay in performing or failing to perform obligations if the delay or failure results from an event of Force Majeure provided the other Party has been notified in writing immediately of the cause and extent of such delayed performance or non-performance and the date or likely date of re-commencement of the Services and the means proposed to be adopted to remedy or abate the Force Majeure event. Such delay or failure shall not constitute a breach of this
Agreement. Either Party may terminate this Agreement if a Force Majeure event lasts more than one hundred and twenty (120) days.

44.3 Where the Placement Provider delays or fails to perform its obligations under this Agreement due to a breach by an Education Provider under a Related Agreement, or due to a force majeure event occurring under a Related Agreement, the Placement Provider shall immediately notify the Authority in writing of the cause and the extent of such delayed performance or non-performance and the date or likely date of re-commencement of the relevant Services affected and the means proposed to be adopted to remedy or abate the breach or force majeure under the Related Agreement. Upon receipt of the notice from the Placement Provider under this Clause 44.3, the Authority may, at its sole discretion, suspend performance of this Agreement (either in full or in part) and such suspension shall not constitute a breach of this Agreement. Nothing in this Clause 44.3 shall be taken to limit or prevent the exercise by either Party of its rights of termination under Clause 18.1 unless the relevant Services have been suspended in accordance with this Clause 44.3.

44.4 During any period any Services are suspended pursuant to Clause 44.3 then that part of the Fees which relates to the suspended Services shall be withheld until the re-commencement of those Services. Either Party shall be entitled to terminate this Agreement (in whole or in part) if the Services suspended in accordance with Clause 44.3 are not provided for at least one hundred and twenty (120) days.

44.5 If a Party is prevented from performing its duties and obligations for one of the reasons listed in Clause 44.1 to 44.4, it shall do all of the following:

44.5.1 promptly, or within a reasonable period of time, give the other Party notice specifying the matters constituting force majeure;

44.5.2 state its best estimate of the period for which its inability will continue or the period for which performance of its obligations will be delayed; and

44.5.3 use all reasonable endeavours to remove or minimise the effect of the force majeure event.
45. **WARRANTY AS TO CAPACITY**

Each Party warrants and represents to the other that it has full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

46. **NO CORRUPTION AND APPLICATION OF THE BRIBERY ACT 2010**

46.1 The Placement Provider shall not offer or give or agree to give to the Authority (and vice versa) of its staff or agents, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other contract or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other such contract.

46.2 The Placement Provider and the Authority shall comply at all times with the Bribery Act 2010 and shall not do, or permit to be done, anything that constitutes an offence under that Act or which might put the other Party in the position of committing an offence under that Act.

46.3 A breach of Clause 46.2 by either Party shall not be capable of remedy and will give rise to the right to terminate this Agreement.

47. **ENTIRE AGREEMENT**

Unless otherwise stated in this Agreement, this Agreement constitutes the entire understanding between the Parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. Neither Party has relied on any warranty or representation except as expressly set out in this Agreement.

48. **SURVIVORSHIP**

The following Clauses shall survive the termination of this Agreement: 1, 2, 3, 15, 19, 20, 21, 22, 23, 24, 27, 29, 32, 37, 38, 39, 41, 43, 47 and 48.
SCHEDULE A

THE SERVICE

Part A: Types of Service

1.0 In relation to undergraduate medical programmes, the placement provider will provide practice placements in accordance with Schedule J;

2.0 In relation to postgraduate medical and dental training, the placement provider will provide practice placements in accordance with Schedule F;

3.0 In relation to non-medical commissioned programmes, including the pre professional workforce, the placement provider will provide practice placements in accordance with Schedule I;

4.0 In relation to non-medical continuing professional development, as outlined in Schedule K.

Part B: Quality / Standards

1.0 Quality standards and process of review are outlined in Schedule C.
SCHEDULE B

THE PLACEMENT PROVIDERS PREMISES AND REVIEW MECHANISM

1.0 Premises

1.1 The ability to deliver educational programmes within service provider organisations is linked to the availability of suitable premises facilities and infrastructure which must be adequate to deliver the curricula. The standards for these premises and facilities are identified within appropriate professional statutory regulatory body (PSRB) requirements;

2.0 General Educational Facilities

2.1 The Service Provider Organisation, in partnership with any education providers, shall ensure that:

2.1.1 A range of appropriate facilities and resources are available to all trainers and Students and Trainees. These may take the form of a dedicated education centre or a range of facilities which serve the same purpose (e.g. clinical skills centres/simulation centres, seminar rooms, meeting rooms, audio-visual aids etc);

2.1.2 The staffing levels within the facilities are regularly reviewed and maintained at a level that ensures appropriate and timely educational activities are delivered;

2.1.3 A Disability Discrimination Act audit has been undertaken and the outcomes reported to the Service Provider Organisation Board and other relevant partners, and an appropriate improvement plan put into place;

2.1.4 The environment, facilities and equipment ensure safe, efficient and effective provision of educational activities;

2.1.5 There is a quality control programme in place which includes reviewing and monitoring educational service delivery standards and data collection and analysis. Reports are provided to relevant partners;

3.0 Library and Knowledge Services (LKS)

- The Placement Provider will ensure that all staff and learners have access to a high quality Library and Knowledge Service
- The Placement Provider will ensure that, where it directly delivers or commissions a Library and Knowledge Service, this service aligns its strategy and policies with local and national objectives, and Knowledge for Healthcare (KfH) in particular in relation to core services, core user groups, resource-sharing, and collaborative working.
The Placement Provider will deliver and support information technology that enables on-site and off-site access to online library and knowledge services and resources and technology-enhanced learning (TEL) for all Learners, staff and educators.

3.1 Where LKS exist, the service provided must comply with the standards set out in the Libraries Quality Assurance Process (LQAF) (http://www.libraryservices.nhs.uk/documentuploads/LQAF/LQAF_Version_2.3_May_2014_30032.pdf (accessed 19th March 2015));

3.2 Annual funding for LKS is included in the tariff payments made for undergraduate medical, postgraduate medical and dental and non medical trainees, outlined in Schedule E;

3.2.1 Where a placement provider operates an LKS, this should be funded using tariff funding;

3.2.2 Where a placement provider accesses an LKS operated by another placement provider, agreement should be reached in relation to level of contributions the placement provider must make to the service;

3.2.3 Agreement of level of funding is to be reached by the placement provider (s) and not the authority. The Authority and LKS managers have however outlined proposed levels of funding for LKS services from placement providers in the region which will be provided to directors of finance;

3.3 Requirements for all Placement Providers:

3.3.1 In the East of England, Library and Knowledge Services (LKS) are hosted and managed by the Placement Providers; however all NHS staff and students within the East of England are entitled to access these services;

3.3.2 LKS provision will be reviewed based on the current quality standards as outlined in the NHS Library Quality Assurance Framework (LQAF) England Version 2.3 dated May 2014 (or successor documents). The LQAF details the standards expected of the service. It can be found at: www.libraryservices.nhs.uk/forlibrarystaff/lqaf/lqaf.html. This will be reviewed as part of the quality review process outlined in Schedule C;

3.3.3 All LKS provided by Placement Providers must be at least 90% compliant LQAF standards;

3.3.4 Where any LKS fall below the 80% requirement in clause 1.2 above, the Placement Providers must develop a remedial improvement plan, in co-
operation with the Authority’s Professional Advisor LKS and also provide regular updates to agreed timescales;

3.3.5 Where the provider hosts and manages a LKS (an LKS ‘Host Provider’), it shall participate in the LOAF quality assurance process and provide an annual self-assessment demonstrating quality improvement for NHS funded LKS in England;

3.3.6 Where any quality improvement plan has been developed in conjunction with the Authority’s Professional Advisor LKS, the Placement Provider must complete any tasks allotted within any agreed timescales;

3.3.7 Placement Providers must appoint an LKS manager with a relevant professional qualification in the LKS field to lead LKS;

3.3.8 Placement Providers must provide adequate funding and resources to meet the requirements of the above clauses 1.1, 1.2 and 1.3, including adequate staff numbers with appropriate skills;

3.3.9 Placement Providers must maintain a separately identifiable budget for LKS which the Authority is satisfied sufficiently meets the strategic service aims, objectives and responsibility of all its LKS users. The LKS manager is responsible and accountable for this budget;

3.3.10 Services for students on placement must adhere to the principles of contained in the Memorandum of Understanding distributed with this LDA in ‘pdf’ format named ‘Memorandum of Understanding for LKS provision for Students on Placement pdf’.

3.3.11 Where the Authority determines there are instances of material non-compliance with the above clauses the Authority will communicate with the Placement Provider’s Authorised Representative in line with Schedule L;

3.4 Additional LKS requirements for Placement Providers which host a library;

3.4.1 The Placement Provider must provide equitable LKS for all NHS staff working in the hospital, community and primary care settings;

3.4.2 The Placement Provider may allow Reference Access to LKS to Social care staff working with the NHS for work-related purposes, and to and to Members and staff of voluntary organisations. Higher levels of access may be negotiated via local Service Level Agreement. Charges or subscriptions may be levied for these services;
3.4.3 The Placement Provider may allow Reference Access to LKS to Patients and their representatives, for information relating to health and social care. This will be at the discretion of the NHS Trust's LKS Services Manager to ensure that security and confidentiality are not compromised;

3.4.4 The Placement Provider may make local arrangements for people other than those described in the above clauses for access and use of LKS. Charges or subscriptions may be levied for these services;

3.5 Core Services to NHS Staff

3.5.1 The LKS must provide an appropriate blend of physical and remote electronic access to ensure that, as far as possible, services are available at times and places convenient to users, including but not limited to:

3.5.1.1 internet and intranet access; and

3.5.1.2 other electronic resources, including:

3.5.1.2.1 health care research databases;

3.5.1.2.2 electronic books and journals;

3.5.1.2.3 guidelines and protocols;

3.5.1.2.4 e-learning resources;

3.5.1.2.5 print collections of books, journals, guidelines, reports etc

4.0 Access to Information Technology

4.1 All Students and Trainees have access within the workplace to appropriate networks to support both their learning and their contribution to care delivery. This includes, but is not limited to, appropriate access to local networks, clinical information systems, patient administration systems, electronic patient records, educational resources and the Internet. This provision should be appropriate to the size and scope of the practice learning environment. Such provision should be available for the entire duration of any Practice Learning Opportunity or the Service Provider Organisation should be able to demonstrate its progress towards achieving this.

5.0 Clinical Skills Facilities

5.1 The Service Provider Organisation recognises that Practice Learning is delivered in a range of healthcare environments as well as within clinical skills facilities including simulation facilities. The Service Provider Organisation should also recognise that
clinical skills facilities are used by the full range of staff, not only Students and Trainees, and that such facilities can underpin the development and maintenance of competencies within the entirety of the employed workforce.

5.2 Where clinical skills facilities exist, a strategy for the continuous development of multi-disciplinary facilities, teaching and support staff, equipment and training space is developed, implemented and monitored.

5.3 There is evidence of clinical skills facilities being included in the Service Provider Organisation’s annual business planning cycle to ensure that such facilities can deliver outcomes required.

6.0 Review Mechanism

Facilities will form part of the quality review outlined in Schedule C.
QUALITY ASSURANCE, IMPROVEMENT AND PERFORMANCE MANAGEMENT

HEE has a statutory duty to secure continuous improvements in the quality of education and training and to promote the skills and behaviours that uphold the NHS Constitution.

1.0 Context

1.1 This schedule outlines the quality improvement, assurance and performance management of placement providers;

1.2 The authority requires each placement provider to comply with the quality assurance, improvement and performance processes as outlined in this schedule;

1.3 The placement provider will complete all quality assurance, improvement and performance documents as part of these processes at a time specified by the authority.

1.4 The placement provider will comply with external reviews of professional, statutory and regulatory bodies for the purpose of quality assurance and management and share reports and updates with the authority in a timely manner.

2.0 The HEE Quality Framework

2.1 The HEE Quality Framework is intended to be used collaboratively across all providers supporting healthcare learners and HEE local teams. Quality assurance and quality improvement of education and training have generally been organised separately for postgraduate and undergraduate medical, pre-registration and post-registration non-medical, as well as apprenticeships and Agenda for Change bands 1-4. However, as HEE has mandated responsibility for quality across all healthcare learners, we must ensure effective oversight of quality education and training. This supports identification of where training is succeeding and helps to create new solutions where there are concerns about quality. The framework ensures that the authority meets the statutory requirements of national regulators e.g. General Medical Council (GMC), Nursing and Midwifery Council (NMC), Healthcare Professions Council (HPC), etc;

2.2 All organisations covered by this Agreement are subject to the HEE Quality Framework which can be found here: https://www.hee.nhs.uk/sites/default/files/documents/HEE%20Quality%20Framework%20April17.pdf. The placement provider will make all reasonable efforts to ensure that all doctors and dentists in a training programme achieve the appropriate
education and training to meet the standards, qualifications and accreditations that are required for the delivery of the curriculum;

2.3 The placement provider will ensure that the quality of the medical and dental training under this agreement attains the standards described in Schedule F of this agreement. The placement provider will also implement the agreed recommendations from the Post Graduate Dean as part of the Quality Framework process.

3.0 The aim of the HEE Quality Framework

3.1 To ensure that HEE has quality oversight of all learner groups within the healthcare system, with a focus on the quality of work-based placements

3.1.1 To embed a shared definition, measurement and benchmarks of quality across England to support quality improvement

3.1.2 To enable HEE to systematically review our quality activities with local partners, to ensure a proportionate and effective approach

3.1.3 To establish clear quality governance arrangements, consistent quality management and quality improvement processes across HEE

3.1.4 To enable us to set the national and local ambition for quality in education and training in order to drive innovation and quality improvement

4.0 Domains and Standards

4.1 Quality will be reviewed against the HEE quality domains and related standards. Each domain has a set of metrics and evidence which will be used to form an assessment of compliance with the standards. Quality domains are outlined below:

4.1.1 Learning Environment and Culture

4.1.2 Educational Governance and Leadership

4.1.3 Supporting and Empowering Learners

4.1.4 Supporting and Empowering Educators

4.1.5 Delivering Curricula and Assessments

4.1.6 Developing a Sustainable Workforce

5.0 Responsibilities of Placement Providers
5.1 Provide high quality educational learning environments for all learners.

5.2 Ensure robust processes are in place to supervise and support learner and educator development.

5.3 Actively participate in HEE Quality Framework processes.

5.4 Work with Education Provider partners (Higher Education Institutions and other providers of education) to ensure the continuous improvement of the placement learning environment and educational provision.

5.5 Use the opportunity provided by the HEE Quality Framework to provide objective and constructive feedback to education providers.

5.6 Work with education provider partners, workforce partnerships and the HEE local team and to make continuous quality improvements in education and training and the learning environment.

6.0 Process and Timeline

6.1 In the first year of the framework implementation there will be a self-assessment element to enable benchmarking of current position against the quality standards. There is an expectation that placement providers will approach this in an open and honest manner identifying all areas of perceived and actual concerns and areas of good practice.

6.2 A risk based approach will be applied, with further interventions (exploratory and/or supportive) determined against perceived level of risk. This will support triangulation of evidence and determination of a proportionate response.

6.3 The framework supports a continuous risk-based process of quality improvement and therefore timelines will be determined by perceived risks on an on-going basis and urgency of associated response.

7.0 Outcomes

7.1 Following triangulation of evidence HEE will:

7.1.1 Notify the placement provider of the outcomes as soon as possible

7.1.2 Agree any required interventions (including sharing of best practice, actions to mitigate risks and escalation of concerns to regulatory bodies as necessary)
7.2 Agree an improvement plan and monitoring schedule for implementation and sustainability of improvement activities
SCHEDULE D

EXCHANGE OF INFORMATION BETWEEN THE PLACEMENT PROVIDER AND THE AUTHORITY

1.0 Exchange of Information

1.1 It is the expectation that regular exchange of information between the Parties to this Agreement will help to ensure effective partnership working. The following subsections specify the requirements for each Party;

2.0 Specific Information Requirements

2.1 Table 1 outlines specific information requirements to be provided by the placement provider during this agreement;

Table 1: Specific Information Requirements:

<table>
<thead>
<tr>
<th>Information Area</th>
<th>Frequency</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Improvement and Performance Framework Evidence</td>
<td>On Going</td>
<td>Engagement with the quality process outlined in Schedule C, including information required to assess the placement provider and other education partners. This applied to both the placement providers quality review, and the review of its partners (for example, Education Providers)</td>
</tr>
<tr>
<td>Quality Improvement and Performance Framework Improvement Plans</td>
<td>On Going</td>
<td>Provision of, engagement with and completion of improvement plans developed from QIPF (Schedule C)</td>
</tr>
<tr>
<td>Apprenticeships/MSW</td>
<td>Quarterly</td>
<td>Information provided via reporting mechanism supplied</td>
</tr>
<tr>
<td>Assistant Practitioners</td>
<td>Quarterly</td>
<td>Information on assistant practitioners funded by the authority</td>
</tr>
<tr>
<td>Continuing Professional Development Activity</td>
<td>Quarterly</td>
<td>Information on training programmes directly accessed by the placement provider using continuing professional development funding</td>
</tr>
<tr>
<td>Annual Workforce Plans</td>
<td>Annual- as notified in HEEOE guidance</td>
<td>Consisting of: 1. Workforce forecasts 2. Workforce narrative outlining strategic for services and impact on workforce 3. Education and Training needs of existing workforce and future workforce. The above plans will be shared in raw and aggregated form with planning partners, CCG, Monitor, TDA to ensure system learning.</td>
</tr>
<tr>
<td>Annual Commissioning Plans</td>
<td>Annual</td>
<td>Schedule I</td>
</tr>
<tr>
<td>Training Records</td>
<td>Annual and On-going</td>
<td>Medical and Dental trainee information supplied in relation to placement and performance</td>
</tr>
<tr>
<td>Financial Information</td>
<td>Annual</td>
<td>To be provided to the placement</td>
</tr>
</tbody>
</table>
3.0 Information which may be required

3.1 Table 2 outlines information requirements which should be available where required to support audit and future investment;

Table 2: Information which should be available:

<table>
<thead>
<tr>
<th>Information Area</th>
<th>Description</th>
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<tbody>
<tr>
<td>Records of application of funding provided by the authority</td>
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<tr>
<td>Application of HEE funding</td>
<td>Information on the application of funding identified in Schedule E within the placement provider</td>
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<tr>
<td>Service Development Plans</td>
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<tr>
<td>Dementia Training</td>
<td>Statistical information on staff completing dementia training, tiers 1 to 3</td>
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<tr>
<td>Evidence of recruitment of newly qualified healthcare professionals</td>
<td></td>
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<tr>
<td>Employment Status of Doctors in Training</td>
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<tr>
<td>Practice Learning Capacity</td>
<td>The placement provider will advise the authority as required of any events which will impact on placement capacity.</td>
</tr>
<tr>
<td>Workforce Information</td>
<td>As required by the Authority’s Business need</td>
</tr>
</tbody>
</table>

4.0 Incidents Involving Students
4.1 Details of any clinical incidents involving Students and Trainees, including patient and / or staff complaints or serious untoward incidents, and their subsequent investigation and conclusions, shall be reported on a timely basis to the relevant Education Provider Organisation and the LETB Responsible Officer;

4.2 All clinical incidents involving Students and Trainees that are identified as meeting the Service Provider Organisation's requirements for investigation shall be investigated to conclusion by the Service Provider Organisation where the incident occurred, in partnership with the Students and Trainees employing organisation if this is different, and the Education Provider Organisation, especially where the involvement of a Student or Trainee calls into question their fitness for training or practice; this will include notifying the appropriate LETB Responsible Officer

5.0 Notification of Regulatory Body Reports

5.1 The placement provider shall notify the authority within three (3) working days if it is in receipt of a report from any regulatory body that has adverse implications for any part of the training and education provision.
# SCHEDULE E

## FINANCE

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<td>Funding for Medical Posts (Non Tariff)</td>
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<td>Study Leave Support (Medical Trainees) for Trusts</td>
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<td>Funding for Non Medical Seconded Training</td>
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<td>H</td>
<td>Schemes, Support and Infrastructure</td>
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<tr>
<td>I</td>
<td>Invoicing Arrangements</td>
</tr>
</tbody>
</table>
PART A

SUMMARY OF ALL FUNDING

1.0 This schedule outlines the total value of funding covered in parts B to H of this agreement;

2.0 Total funding is outlined in table 1 below:

Table 1: Summary of All Funding

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</table>

3.0 Adjustments to Funding


3.2 Other adjustments – completed as needed

4.0 In year Change Process

4.1 It is acknowledged that student and trainee numbers on which this agreement is based are liable to change during the course of this agreement;

4.2 The authority will periodically issue revised versions of Schedule E of this agreement to account for variations in student numbers;
4.3 Where revisions to this schedule result in increases or decreases in funding paid prior to the revision, an adjustment will be made to future payments.
PART B

NON MEDICAL EDUCATION TARIFF

1.0 Non Medical Education Tariff related to the service outlined in Schedule I;

2.0 The Non Medical Education Tariff is funding from the Department of Health, administered by the LETB and paid to organisations providing placements for Students and Trainees on training programmes commissioned by the authority. Payments are based on actual placement activity with look place in the previous twelve month period;

3.0 Programmes identified on the national list for tariff are outlined in Schedule I;

4.0 The annual rate for one whole time equivalent placement is £3,175 multiplied by the market forces factor;

5.0 A Placement week is equal to 37.5 hours. 45 weeks of placement are equal to one whole time equivalent placement;

6.0 Placement weeks are identified by education providers for commissioned programmes;

7.0 This information is collected from education providers annually. At the end of the financial year based on actual activity. Information in table 1 therefore reflects activity from the previous financial year.

8.0 It is expected that non medical tariff funding will be utilised as outlined in Schedule I;

9.0 Non medical education tariff funding must contribute towards funding for library knowledge services (Schedule B);

10.0 Total WTE Placements are outlined in table 1 below:

Table 1: Placement Provider WTE Placements

<table>
<thead>
<tr>
<th>Programme</th>
<th>Ruskin University</th>
<th>Anglia University</th>
<th>University of Bedfordshire</th>
<th>University of East Anglia</th>
<th>University of Essex</th>
<th>University of Hertfordshire</th>
<th>Other</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Adult Nursing</td>
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<td>Children's Nursing</td>
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<td>Learning Disability</td>
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<td>Mental Health Nursing</td>
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11.0 Dispute Resolution

11.1 The placement provider has a responsibility to confirm the accuracy of this information based on students it has accepted for placements between April 2014 and March 2015;

11.2 Where the placement provider is not in agreement with this information, this should be raised to the authority for resolution.
PART C

FUNDING FOR MEDICAL POSTS (TARIFF)

1.0 Funding for Medical Posts (Tariff) relates to the service outlined in Schedule F;

2.0 Funding for Medical Posts (Tariff) is outlined in Table 1 below:

Table 1: Funding for Medical Posts (Tariff)

<table>
<thead>
<tr>
<th>Post Title</th>
<th>WTE Tariff Rate</th>
<th>WTE Posts</th>
<th>Total (£)</th>
<th>Comments</th>
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</table>

3.0 Calculation of Funding

3.1 WTE posts have been identified using the INTREPID data system;

3.2 The WTE Rate is 50% basic salary costs and has been set nationally;

3.3 The annual placement fee is £12,400 (set nationally) and adjusted for the market forces factor;
PART D

FUNDING FOR MEDICAL POSTS (NON TARIFF)

1.0 Funding for Medical Posts (Non Tariff) relates to the service outlined in Schedule F;

2.0 Funding for Medical Posts (Non Tariff) is outlined in Table 1 below:

Table 1: Funding for Medical Posts (Non Tariff)

<table>
<thead>
<tr>
<th>Post Title</th>
<th>WTE Tariff Rate</th>
<th>WTE Posts</th>
<th>Total</th>
<th>Comments</th>
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</tbody>
</table>

| Total      | -               | £         | -     |          |

3.0 Calculation of Funding

3.1 WTE posts have been identified using the INTREPID data system;

3.2 Non tariff rates have been set regionally;

3.3 The annual support rate is made up of £600 study leave support and £750 postgraduate centre infrastructure support.
PART E

UNDERGRADUATE MEDICAL PLACEMENTS

1.0 Funding for Undergraduate Medical Placements relates to the service outlined in Schedule J;

2.0 Funding for Undergraduate Medical Placements is outlined in Table 1 below:

Table 1: Funding for Undergraduate Medical Placements

<table>
<thead>
<tr>
<th>Education Provider</th>
<th>WTE Tariff Rate</th>
<th>WTE Posts</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Cambridge</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>University of East Anglia</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>-</td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
</tbody>
</table>

3.0 Calculation of Funding

3.1 WTE placements have been identified by the appropriate medical school;

3.2 WTE placements are supported at an annual fixed rate of £33,965 multiplied by the market forces factor;
PART F

OTHER FUNDING STREAMS - MEDICAL TRAINEES

1.0 Other Funding Streams – Medical Trainees relates to the service identified in Schedule F;

2.0 Other Funding Streams – Medical Trainees are identified in Table 1 below:

Table 1: Other Funding Streams – Medical Trainees

<table>
<thead>
<tr>
<th>Post Title</th>
<th>WTE Tariff Rate</th>
<th>WTE Posts</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tariff Funded Posts</td>
<td></td>
<td>- £</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Non Tariff Funded Posts</td>
<td>0</td>
<td>- £</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>- £</td>
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<tr>
<td>Total</td>
<td></td>
<td>- £</td>
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</tr>
</tbody>
</table>

3.0 Calculation of Funding

3.1 Funding will be a fixed sum or based on the number of trainees or posts covered. Please refer to the description for further details.
FUNDING FOR NON MEDICAL SECONDED TRAINEES

1.0 Funding for Non Medical Seconded Trainees relates to the service identified in Schedule I;

2.0 Funding for Non Medical Seconded trainees is identified in Table 1 below

Table 1: Funding for Non medical Seconded Trainees

<table>
<thead>
<tr>
<th>Post Title</th>
<th>Start Date</th>
<th>No. Students</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Psychotherapy</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Clinical Psychology</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Health Visiting</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Healthcare Science</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Higher Specialist Scientist Training</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Midwifery 18 Months</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Pre Registration Pharmacist</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Pre Registration Pharmacy Technicians</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
</tr>
<tr>
<td>Scientist Training Programme</td>
<td></td>
<td></td>
<td>£</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total</td>
<td></td>
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<td>£</td>
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</table>

3.0 Calculation of Funding

3.1 Monthly values are profiles by month for each programme;

3.2 The number of places to be supported have been identified as an output form the annual commissioning process outlined in schedule I;

3.3 All posts regionally are supported at the agreed rates identified in table 1;

3.4 Where trainees do not take up their posts or exit training prior to the completion of programmes, the placement provider must notify the authority. The values identified in table 1 may then be revised as outlined in Schedule E, Part A, Section 4.0;
4.0 The authority will only provide funding for seconded training for the programmes identified above;

5.0 The authority will only provide the support outlined above while the student is actively completing their training programme.
## PART H

### SCHEMES, SUPPORT AND INFRASTRUCTURE

<table>
<thead>
<tr>
<th>Area</th>
<th>Total</th>
<th>Description</th>
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<td>Total</td>
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PART I

INVOICING ARRANGEMENTS

1.0 Invoices should be raised in line with the values provided in this schedule on a monthly or quarterly basis;

2.0 Separate invoices must be raised for each part of this schedule;

3.0 Invoices must be clearly marked for either the month or quarter they relate to and the part of the schedule being invoiced for;

4.0 Invoices must be raised to the following address:

5.0 All invoices relating to this agreement must be received by the authority before the 31 March in each contract year;

6.0 Any queries relating to the funding outlined in this agreement, or invoicing arrangements must be raised to the authority for resolution.
POSTGRADUATE MEDICAL AND DENTAL EDUCATION AND TRAINING

1. Educational Standards and Objectives

1.1. This Agreement recognises that doctors and dentists in training are employed by Trusts in posts approved by GMC/GDC. These doctors also deliver an element of service;

1.2. It is expected that the Placement Providers will provide training in accordance with the following standards and operational frameworks, as appropriate to the grade of training. In addition, in partnership with HEE and the Medical Royal Colleges, Placement Providers need to ensure that the requirement of the curricula set by Medical Royal Colleges/Faculties or others developing curricula, and approved by the GMC and GDC, are being met at the local level, and that each post enables the trainee to gain competence as envisaged in the given approved curriculum;

1.1.1. Promoting Excellence: standards for medical education and training GMC 2016;

1.1.2. The Reference Guide for Foundation Training 2012;

1.1.3. Postgraduate Specialty Training in the UK (The Gold Guide), DH May 2014;

1.1.4. A Guide to Specialist Registrar Training, (The Orange Book), DH 1998 (where applicable during the transition period for specialty training);

1.1.5. The Foundation Programme Curriculum 2012;

1.1.6. Specialty curricula approved by GMC, as recommended by the Medical Royal Colleges/Faculties;

1.1.7. A Reference Guide for Postgraduate Dental Specialty Training in the UK (The Dental Gold Guide 2013);

1.1.8. The Interim Dental Foundation Training Curriculum & Assessment Framework Guidance 2013/14;

1.1.9. The Dental Specialties Curricula

1.2. The placement provider must provide evidence of meeting the requirements for the delivery of effective, high quality postgraduate medical education and training as set out in the Health Education East of England Service Delivery Standards 1 to 17, pertaining to the roles and responsibilities of the education centre in the placement provider.
1.3. The placement provider must evidence delivery of these standards in relation to effective use of funding streams provided through postgraduate medical education tariff (Schedule E), HEEeE non-tariff provision and, where appropriate the placement provider. In addition to these standards and requirements, the following sets out specific educational objectives for 2015-16 that the Placement Provider:

1.3.1. Provides evidence that all clinical and educational supervisors have been trained to the GMC/GDC standards for trainers;

1.3.2. Specifically, provides evidence of the implementation of the GMC trainer approval process: Recognition and Approval of Trainers, GMC 2013;

1.3.3. Provides evidence that a minimum of 0.25 SPAs per trainee have been allocated in order for educational supervisors and named clinical supervisors for GP trainees to fulfil their educational responsibilities. Documented evidence of this is to be submitted as part of the completion of the quality monitoring metrics;

1.3.4. Provides evidence that all clinical and educational supervisors have undergone training through the Authorities approved courses such as the Faculty Development Programme or through evidenced alternative equivalent training. All named clinical supervisors and educational supervisors must have been selected, appraised and subsequently re-selected in accordance with the Authorities policy. An up to date record of competence at selection and participation in annual appraisal for each named clinical and educational supervisor must be submitted to the Authority annually; documentary evidence to support these statements must be available for review whenever required by the Authority;

1.3.5. Ensures that all clinical and educational supervisors delivering training and all those involved in the recruitment process have evidence of equality and diversity accreditation undertaken within the past three years. Documentary evidence to be available to the Authority annually;

1.3.6. Provides evidence of the delivery of the Preparation for Professional Practice week for F1 trainees commencing in July/August each year, in accordance with the annual guidance from the Authority;

1.3.7. Provides evidence that each trainee has met their trainer/educational supervisor for a review of progress. Meetings should be held at the beginning, at the mid-point and near the end of each placement;

1.3.8. Ensures that there is adequate IT access and support for the use of electronic portfolios and for the recording of work based assessments;
1.3.9. Fulfils its responsibility for delivering the curriculum for all doctors and dentists in training including:

1.3.9.1. Playing a full part in training doctors who require to work on a less than full time (LTFT) basis. This may involve placing a trainee working less than full time into a full time placement or in using the placement to accommodate two trainees in a job sharing arrangement. It is expected that the Provider will accommodate at least one LTFT trainee in each specialty and each grade and ensure that there are suitable training opportunities for these trainees;

1.3.9.2. The development of management and leadership skills for doctors and dentists in training by providing the necessary opportunities for trainees to develop these skills according to the requirements of the trainee’s current approved curriculum;

1.3.9.3. Providing suitable flexibility in rota to allow academic clinical fellows and lecturers sufficient time for academic work;

1.3.9.4. Ensuring that in addition to local and national policies, all trainees are aware of the requirements of the latest edition of Good Medical Practice;

1.3.9.5. Working with the Authority to develop guidance for careers advice and support for doctors and dentists;

1.3.9.6. Complies with the Authorities guidance from the Performance Support Unit for the management of trainees requiring additional professional support and should have in place local guidance for the management of these trainees;

1.3.9.7. Works with the Authority to ensure that all required processes and procedures are in place for the revalidation of doctors in training. Cooperates with the Authority so that the responsibilities of the Authority Responsible Officer for the support and revalidation of trainees can be completed in full;

1.3.9.8. Facilitates and participates in the GMC/GDC national trainee and trainer satisfaction surveys carried out to obtain systematic feedback on their learning and working experience in the placement provider. The placement provider should work with the Authority to achieve a 100% response rate from trainees, and encourage trainers to respond as evidence of their participation in quality improvement;
1.3.9.9. Provides an annual report to the Authority by 30 September each year in which educational activities and achievements are detailed.

2. Post Graduate Dental Education

2.1. Services for dental foundation trainees, junior hospital dentists and specialist dental registrars or specialty dental employed by the Placement Provider will be covered in accordance with this Agreement. Variances in relation to dental training posts are set out below;

2.2. Certificate of Completion of Specialist Training is issued by the GDC on completion of specialist training. They are advised on this matter by the Director of Dental Education with advice from the appropriate training committees;

2.3. On graduation, graduate dentists hold full registration from the General Dental Council and are not subject to a pre-registration year equivalent to FY1. There are 7 Dental Foundation Year schemes within the east of England region. Where these schemes are located in a Placement Provider education and learning centre there should be:

2.3.1. Sufficient administrative support for the DF1 scheme; This is recommended as a minimum of 2 days administrative support per week

2.3.2. Adequate access to office facilities for the DF1 scheme adviser;

2.3.3. Adequate access to teaching facilities within the Placement Provider education centre;

2.3.4. Good access to dental skills laboratory as required where available within the Placement Provider education centre;

2.3.5. Sufficient access to educational e-learning and library resources;

2.4. Dental Core Trainees, formerly called Dental Foundation year 2 Trainees (DF2), are managed by the Placement Provider as per equivalent medical trainees as outlined in this Agreement. The appropriate Dental Foundation Curriculum and e-portfolio should be used for education and assessment;

2.5. Currently recruitment to Dental Core Training grades is the responsibility of the Placement Provider and Director of for Dental Education; This may alter during the year of this agreement as HEE introduce national recruitment for dental training grades.

2.6. Specialist training in dentistry follows the pathway towards a Certificate of Completion of Specialist Training and follows the principles of the relevant Dental Gold Guide;
2.7. Recruitment to Specially Registrar posts and Orthodontic post-CCST posts is managed by the Placement Provider in liaison with the Director of Dental Education; This may alter during the year of this agreement as HEE introduce national recruitment for dental training grades.

2.8. Quality Assurance and Management of Dental graduates mirror those within this Agreement for medical graduates and will, from time to time include variances as announced by the General Dental Council;

2.9. Monitoring the training for dentists will take place regularly and will be subject to change following agreement of all parties but currently through the following mechanisms:

2.9.1. Intrepid information management system;

2.9.2. Annual finance and activity monitoring;

2.9.3. Annual self-assessment questionnaire;

2.9.4. Annual LETB survey of Dental trainees;

2.9.5. GDC quality assurance reporting;

2.9.6. Review visits by the HEEoE School of Dentistry and relevant members of HEE.

3. Review Mechanism

3.1. Postgraduate Medical and Dental Education and Training will be reviewed as part of the quality framework outlined in Schedule C.
SCHEDULE G

PLACEMENT AGREEMENT TEMPLATE

1.0  Context

1.1  Schedule G of the Learning and Development Agreement applies to all commissioned education outlined in Schedule I;

2.0  Purpose and Aims

2.1  The purpose and aim of this schedule is to outline the shared commitment to partnership working between the Placement Provider and Education Providers for students undertaking placements;

3.0  Principles

3.1  The arrangements will be based on the following principles;

3.1.1  Transparency;

3.1.2  Clarity in relation to responsibilities/obligations;

3.1.3  Delivery of a high quality learning environment;

3.1.4  Partnership working in the development planning and delivery of all aspects of education and governance;

3.1.5  Clear standards and processes that enable performance management of both Education Provider and Placement Provider in relation to all sources of funding that the authority may use to commission education and training;

3.1.6  Support of education governance in placement providers;

4.0  Recruitment

4.1  It is the responsibility of the placement provider to work with the education provider to jointly select suitable candidates onto commissioned non-medical education programmes and ensure that students are fit for purpose in line with the recruitment and selection minimum best practice guidelines contained within the pre registration education contracts;

4.2  The placement provider will ensure that it:

4.2.1  Actively contributes to the development of the recruitment and selection processes of education providers and ensures that these are reviewed on an annual basis;
4.2.2 This includes the development of processes that ensure students are recruited using values based recruitment, are fit for purpose, demonstrate a desire to deliver patient centred care and have the ability to achieve the educational requirements of the programme they are to undertake;

4.2.3 Is able to provide appropriately trained staff to participate in all student interviews;

4.2.4 It is acknowledged that the placement provider will be exempt from the above where placement activity is not significant (i.e. is less than 10 students – unless the programme is solely for the benefit of the placement provider);

4.3 The education provider will ensure that:

4.3.1 Placement providers are included in the recruitment process;

5.0 Preparation and Induction

5.1 The placement provider will ensure that;

5.1.1 Students receive an appropriate introduction and induction to their organisation and placement areas;

5.1.2 Mandatory training for students who are employed for the length of their training under a contract of employment, other than an honorary contract, will be the responsibility of the employing trust;

5.1.3 Staff from placement providers confirm that DBS checks and OH screening are carried out by the education provider in accordance to agreed processes;

5.1.4 The DBS and OH screening carried out by the education provider in accordance with mutually agreed criteria, is accepted as valid irrespective of where the service provider is within the LETB;

5.1.5 Provision IT and LKS facilities for appropriate access by learners;

5.2 The education provider will ensure that:

5.2.1 Mandatory training is provided to students prior to their first placement. Specific mandatory training requirements will be reviewed and agreed during the contract period;

6.0 Placement provision and education governance
6.1 The placement provider recognises that practice learning plays a significant part in
the ability of students to meet learning outcomes and thereby to create a workforce fit
for purpose;

6.2 The placement provider will:

6.2.1 Accommodate all pre-registration and pre-professional students
commissioned on their behalf by the authority;

6.2.2 At their discretion, host students from outside of region but priority must be
given to the placement and support of students commissioned on their
behalf by the authority;

6.2.3 Only accept students not commissioned by the authority if the service
provider guarantees that the quality of learning for the students covered by
this agreement is not negatively impacted;

6.2.4 The placement provider organisations will share appropriate data with
education providers. This will include as a minimum:

6.2.4.1 Mentor WTE and headcount numbers, mentor database;

6.2.4.2 Student distribution and numbers in clinical practice
settings;

6.2.4.3 Student feedback;

6.2.4.4 Education governance / audit;

6.2.5 Be responsible for ensuring optimum usage of placement availability;

6.2.6 As new services come online develop new practice placements as
required. Ensure sufficient capacity to meet demand and that students are
trained in an environment which reflects both current and future patterns of
healthcare;

6.2.7 Be accountable to the authority for the provision of suitable quality learning
experiences for all students commissioned on their behalf as outlined in
Schedule C;

6.2.8 Treat the students attending practice placements as they would do their
own employees;

6.2.9 Notify the education provider of any change to service provision that might
affect the student’s ability to meet the specified learning outcomes set by
the education provider;
6.2.10 Have in place policies which notify the education provider of any serious untoward incident where fitness for training of a student is called into question;

6.2.11 Provide mechanisms to enable co-operation in answering any patient complaints or defending any clinical negligence or personal injury claim involving a student;

6.2.12 Provide mechanisms for escalating concerns raised by students or staff;

6.3 The education provider will:

6.3.1 Ensure that all staff visiting practice placements have up to date DBS and OH clearances and meet all professional requirements that demonstrate they are fit to practise;

6.3.2 Where education provider staff are visiting service providers for the purpose of their personal professional updating honorary contracts with the service provider will need to be in place;

6.4 There will be joint responsibilities for:

6.4.1 The placement provider and education provider must establish mechanisms to enable the service provider to reserve the right to remove students from a practice placement where it considers necessary in regard to a student's conduct or professional suitability;

6.4.2 The audit of placements assuring the quality and consistency of the placement areas. Placement providers will work collaboratively with the education provider to ensure that all placements meet required audit standards;

7.0 Student Support

7.1 The placement provider will:

7.1.1 Assume full responsibility for ensuring that students are supported during their placement via sufficient numbers of suitably qualified and updated supervisors/mentors/educators in accordance with the requirements of professional regulatory bodies (e.g. NMC Triennial Review);

7.1.2 Ensure that a mentor/educator database is kept fully up to date and meets all professional regulatory body requirements;
7.1.3 Work with the education provider to ensure that the student assessment of practice is appropriately moderated to ensure mentor inter-rater reliability as agreed;

7.1.4 Ensure that all relevant staff working with students have educational responsibilities and competencies outlined in their job specifications;

7.1.5 Ensure that relevant staff employed in the placement area are either competent to support student learning and assessment or are required to commence a programme of CPD on recruitment or on completion of any preceptorship period or equivalent to achieve these competencies;

7.1.6 Participate in collating and collecting information from students and agree action plans with the education provider to address issues raised;

7.1.7 Collect and collate feedback from all students and regularly share the information and agree action plans with the education provider to address the issues raised;

7.1.8 Ensure that students receive feedback on their performance in a timeframe appropriate to the activity performed as agreed between the education provider and the service provider;

7.1.9 Ensure that student feedback in relation to their preparation for placement is collected, collated and shared with service providers and that actions are agreed to address any issues raised;

7.1.10 Ensure that staff from the education provider and LETB have access to placements for the purpose of supporting students;

8.0 Preceptorship

8.1 Service provider organisations are required to provide all newly qualified health care practitioners with a preceptorship programme to facilitate the transition from student to qualified practitioner and this must be meet quality standards set out in emerging national reports and as described in Schedule I;

9.0 Quality Assurance

9.1 The placement provider will have in place mechanisms through which the education provider will be informed of any CQC or other quality monitoring visit which has direct impact on student placements;

9.2 Both service providers and education providers are expected to participate fully in all Quality Assurance processes. For placement providers this is outlined in Schedule C.
10.0 Mandatory Training

10.1 The following table outlines the agreed obligations for mandatory training between education providers and employers

<table>
<thead>
<tr>
<th>Core Skill</th>
<th>Provided by</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equality, Diversity and Human Rights</td>
<td>HEI</td>
<td>3 yearly</td>
</tr>
<tr>
<td>Health and Safety and Welfare</td>
<td>HEIs + Local induction in placement provider</td>
<td>3 yearly</td>
</tr>
<tr>
<td>NHS Conflict Resolution</td>
<td>HEI</td>
<td>3 yearly</td>
</tr>
<tr>
<td>Fire Safety</td>
<td>HEI to provide theory</td>
<td>Annual</td>
</tr>
<tr>
<td>Infection Prevention and Control LEVEL 2</td>
<td>HEI</td>
<td>Annual</td>
</tr>
<tr>
<td>Moving and Handling Theory and Practice</td>
<td>HEI + Specific equipment training in situ in placement provider</td>
<td>Annual</td>
</tr>
<tr>
<td>Safeguarding Adults LEVEL 2 and Mental Capacity Act and deprivation of liberties</td>
<td>HEI</td>
<td>3 yearly (placement providers to update more frequently if required by local policy)</td>
</tr>
<tr>
<td>Safeguarding children LEVEL 2</td>
<td>HEI</td>
<td>3 yearly (placement providers to update more frequently if required by local policy)</td>
</tr>
<tr>
<td>Resuscitation Basic Life Support Adult Theory and Practice All students</td>
<td>HEI + placement provider to orientate students in situ to appropriate policies and equipment</td>
<td>Annual</td>
</tr>
<tr>
<td>Basic Life Support Paediatric for Midwifery and Child Branch students</td>
<td>HEI + local induction by placement providers including appropriate local policy and equipment</td>
<td>Annual</td>
</tr>
<tr>
<td>Basic Life Support Neonatal Midwifery students</td>
<td>HEI + Local procedures by placement providers</td>
<td>Annual</td>
</tr>
<tr>
<td>Breakaway training</td>
<td>Local placement providers - because of the differing demands and required outcomes from this training</td>
<td>As per local policy</td>
</tr>
</tbody>
</table>
SCHEDULE H

CONFIDENTIAL INFORMATION

Part A: Confidential Information (For completion as appropriate)

The Parties agree that the information listed in this Part A of Schedule H has been received by one Party in confidence from the other Party and as such may be covered by the absolute exemption contained in Section 41 of the Freedom of Information Act.

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Part B: Commercially Sensitive Information (For completion as appropriate)

The Parties agree that the information listed in this Part B of Schedule H is commercially sensitive information and as such may be covered by the qualified exemption contained at Section 43 of the Freedom of Information Act. The Parties note that they must exercise a public interest test in determining whether or not to withhold this information pursuant to a request made under the Freedom of Information Act.

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COMMISSIONED PROGRAMMES

1.0 Commissioning of programmes

1.1 The authority will commission programmes annually based on the demand for newly qualified healthcare professionals identified through the annual commissioning process;

1.2 The placement provider is required to engage in this process by:

1.2.1 Engaging with their local Workforce Partnership to support the development of commissioning plans to ensure that the newly qualified healthcare professionals being commissioned will meet the future demand of service;

1.2.2 Represent the requirements of the whole organisation, engaging with all appropriate service managers;

1.2.3 Working with partners to ensure that there is sufficient placement capacity to support students;

1.2.4 Making a commitment to provide appropriate placements to support commissioned students;

1.2.5 Consider the employment of newly qualified professionals when placing commissions in line with clause 3.0 of this schedule;

1.2.6 Consider the whole workforce, including apprenticeships, pre professional and registered roles;

1.2.7 Ensure that partnership agreements as outlined in Schedule G is agreed and implemented with education providers as required;

1.3 The placement provider must ensure that placements being offered for all commissioned programmes comply with the standards set by the appropriate regulators and professional bodies (for example, NMC, GPHC, HCPC, etc);

1.4 The placement provider must ensure protected time with commissioned students to support learning;

2.0 Programmes Attracting Salary Support

2.1 Salary support is available for some commissioned programmes;

2.2 Only programmes directly commissioned by the authority will attract salary support;
2.3 Salary rates, and numbers of agreed students are identified in Schedule E. Salary funding should be claimed in line with the guidance provided in Schedule E for the agreed amount only;

3.0 **Non Medical Education and Training (NMET) Tariff**

3.1 The NMET Tariff is funding from the Department of Health, administered by the LETB and paid to organisations providing placements for Students and Trainees on training programmes commissioned by the authority. Payments are based on actual placement activity with took place in the previous twelve month period;

3.2 Payments associated with NMET Tariff are outlined in Schedule E;

3.3 A placement that attracts tariff must meet the following criteria:

3.3.1 be a recognised part of the education/training curriculum for the course and approved by the education provider and the relevant regulatory body, as appropriate;

3.3.2 meet the quality standards of the regulator and the commissioner;

3.3.3 be quality assured in line with the authorities agreed processes;

3.3.4 be direct clinical training (including time for clinical exams and study leave) with an agreed programme being a minimum of one week;

3.3.5 have the appropriate clinical and mentoring support as defined by the relevant regulatory body; and

3.3.6 not workplace shadowing.

3.4 NMET Payments are made for placements provided to the following groups of students and trainees on pre registration programmes:

**National List**

- Nurses (Adult, Child, Learning Disability and Mental Health)
- Midwives
- Chiropodists / Podiatrists
- Dieticians
- Occupational Therapists
- Operating Department Practitioners
- Orthoptists
- Physiotherapists
- Prosthetists
• Radiographers
• Speech and Language Therapists
• Psychologists
• Dental Hygienists / Therapists

**Not on the National List, but attract tariff locally**

• Any additional programme attracting tariff are outlined in Schedule E.

3.5 A Placement week is equal to 37.5 hours. 45 weeks of placement are equal to one whole time equivalent placement;

3.6 NMET Tariff covers funding for all direct costs involved in delivery education and training by the provider, for example:

3.6.1 Direct staff teaching time within a clinical placement

3.6.2 Teaching and student facilities, including access to library services

3.6.3 Administration costs

3.6.4 Infrastructure costs

3.6.5 Education supervisors

3.6.6 Pastoral and supervisory support

3.6.7 Trainee study leave and time for clinical exams

3.6.8 Health and wellbeing (excluding any occupational health assessments that are carried out by the university and funded separately)

3.6.9 Course fees and expenses (as required to achieve professional registration)

3.6.10 Student/trainee accommodation costs

3.6.11 In-course feedback and assessment

3.6.12 Formal examining

3.6.13 Staff training and development relating to their educational role

3.7 The placement provider is expected to utilise NMET Tariff funding to support the development of the clinical learning environment, including learning resources and facilities (e.g. Libraries Knowledge Services), support and learning supervision for students and other activity which will result in improved learning for students;
3.8 Via the review process in Schedule C, the authority may request information on how tariff has been invested;


4.0 Employment of Newly Qualified Healthcare Professionals

4.1 Commissions are placed based on the demand identified by the placement provider, as outlined in clause 1.0 of this schedule. As part of this process, the placement provider accepts the obligation to support commissioned students in to employment on the completion of their programme;

4.2 The placement provider is expected to be actively involved in the recruitment of students to training programmes as outlined in Schedule G;

4.3 The placement provider will work with education providers to ensure that all vacancies are communicated to students completing their education programmes;

4.4 The placement providers will proactively recruit newly qualified healthcare professionals completing commissioned programmes funded by the authority;

5.0 Preceptorship

5.1 Purpose: To support the transition of newly qualified nursing, midwifery and allied health professional staff who are new to the NHS to develop the competence and confidence to function as an effective, independent health care professional who is able to deliver high quality evidence based care for patients, clients and service users;

5.2 Core Outcomes:

5.2.1 Ensure the best recruitment practice is adhered to for all newly qualified employees including an early period of organisational induction;

5.2.2 Ensure newly qualified employees have an identified preceptor with the required reflection, communication and interpersonal skills to actively listen, be available and accessible to assist in making and articulating decisions and judgements in practice;

5.2.3 Provide effective support for newly qualified employees through a structured and managed approach which requires newly qualified staff to outline their areas of need and work towards using past experience
to make judgements and decisions which refine skills and improve performance in practice;

5.2.4 Act as a resource to facilitate the practitioners’ professional development including development of attitudes and behaviours that demonstrate and uphold professional values and beliefs in line with professional regulatory body requirements;

5.3 Key Performance Indicators;

5.3.1 100% of newly qualified employees participate in organisational induction;

5.3.2 100% of newly qualified employees have an identified preceptor who is appropriately prepared and supported to undertake the role;

5.3.3 100% of newly qualified employees engage in the PDP process;

5.3.4 100% of organisations publish their preceptorship framework facilitating transparency and value for money;

5.4 Potential Benefits of Preceptorship to Organisations;

5.4.1 Equity of access meets equality and diversity agenda;

5.4.2 Successful retention will lead to cost reduction associated with replacement;

5.4.3 Lower sickness/absence rate due to improved staff satisfaction and confidence;

5.4.4 Practitioners who are confident report incidents;

5.4.5 Practitioners who are confident make fewer errors and have fewer complaints made against them;

6.0 Support for Talent for Care and Widening Participation

6.1 The placement provider will support the Talent for Care and Widening Participation agenda;

6.2 The placement provider will sign up to the Talent for Care Partnership Pledge in 2015 to show their intention of their workforce strategy for the support workforce;

6.3 The placement provider is increasing the numbers of Apprenticeships in line with national policy and the Health Education England Mandate;
6.4 The placement provider and the authority will negotiate and agree with appropriate education providers the number and subjects of foundation degrees (based on the authorities assistant practitioner framework), the number and training subjects of apprenticeships (based on the authorities apprenticeship framework), number, size and training subject of vocational training episodes, the provision of skills for life, the provision of English for speakers of other languages and the provision of other accredited training;

6.5 The responsibility of the placement provider will be to enable staff in the support workforce to take advance of training provision, use best endeavours for exiting staff in the support workforce to undertake apprentices where appropriate and to use the best endeavours to provide appropriate practice learning opportunities in support of the education and training;

6.6 The placement provider is committed to engaging its local community and workforce to promote personal, career opportunities and contribute to local skills and economic well-being. The providers recognised Health Ambassadors are supported in their role and activities and increases the take up of training and work experience;

6.7 The placement provider is committed to engaging its local community and workforce to promote personal, career opportunities and contribute to local skills and economic well-being. The placement provider provides at some level (either organisational wide or specific departments) a work experience programme. The placement provider has an accessible and transparent process in allocating work experience opportunities. The provider has links/partnership arrangements in place with schools, colleges and universities (and other local partners) to support a collaborative approach to outreach/work experience;

7.0 Support for Flexible Nursing Pathway

7.1 The flexible nursing pathway is a route to registration to a nurse for applicants with an appropriate foundation degree;

7.2 Learners on this pathway will continue to be employed by the trust and should be paid a minimum of agenda for change band 3 point 9, unless as an employer you choose to pay them more;

7.3 Placement providers are expected to make 60% contribution to salary for the duration of the flexible pathway;

7.4 The authority will contribute 40% salary for the duration of the programme. Funding contributions are outlined in Schedule E;

8.0 Healthcare Science and Pharmacy
8.1 Practitioner Training Programme

8.1.1 Practitioner training programmes (PTP) are HEFCE funded programmes for which the authority supports by funding placements with non medical tariff funding;

8.1.2 Placement for PTP programmes are identified for the full financial year by the relevant education provider;

8.1.3 Specific information on placements will be provided by the education provider, or requested by the Trust where required;

8.2 Scientist Training Programme

8.2.1 Scientist training programmes (STPs) are funded for both tuition and salary costs;

8.2.2 Demand for STP students should be identified via the commissioning process outlined in section 1.0;

8.2.3 Salary funding and number of students being supported are outlined in Schedule E;

8.2.4 DBS and OH checks should be considered as transferable between placement providers;

8.3 Higher Specialist Scientist Training

8.3.1 Higher Specialist Scientist Training (HSST) is funded for both tuition costs and training allowance;

8.3.2 Demand for HSST students should be identified via the commissioning process outlined in section 1.0;

8.3.3 Training allowance and number of students being supported are outlined in Schedule E;

8.4 Healthcare Science Graduate Diploma

8.4.1 Healthcare Science Graduate Diploma is funded for both tuition costs and training allowance;

8.4.2 Demand for Healthcare Science Graduate Diploma students should be identified via the commissioning process outlined in section 1.0;

8.4.3 Training allowance and number of students being supported are outlined in Schedule E;
8.5 Pre-Registration Pharmacist and Pharmacy Technician Training

8.5.1 Demand for pre-registration pharmacist and pharmacy technician training should be identified via the commissioning process outlined in section 1.0;

8.5.1.1 **Pre-Registration Pharmacists**: Salary funding and number of students being supported are outlined in Schedule E;

8.5.1.2 **Pre-Registration Pharmacy Technicians**: Training allowance and number of students being supported are outlined in Schedule E;

9.0 Physicians Associates

9.1 Training for Physician Associates is delivered by University of East Anglia and Anglia Ruskin University for the east of England;

9.2 Demand for Physician Associates students will be reviewed annually and used to inform HEE funded training numbers at education providers;

9.3 Support for Physician Associates training will be provided to the placement provider at the regionally agreed rate directly from education providers;

9.4 The quality of this provision will be reviewed via HEEs Quality Review process outlined in Schedule C, and through end of placement surveys;

10.0 Quality Monitoring

10.1 Quality and performance in relation to commissioned programmes will be reviewed as part of Schedule C.
Undergraduate Medical Training

1.0 Medical Undergraduate Training

1.1 This agreement recognises that the Placement Provider provides clinical placements for undergraduates from the local medical school. The day to day management, monitoring and quality management is carried out by that medical school;

1.2 The funding associated with the activity is summarised in Schedule E. Detailed schedules will be sent to the Placement Provider by the respective medical schools;

1.3 The roles and responsibilities of the medical school are provided in Parts A and B below.
Part A: University of Cambridge

1.0 Context

1.1 The aim of this section is to ensure the proper use of undergraduate medical training (SIFT) funds and to specify the placements and the associated services to be provided by the healthcare provider organisation to support the education of University of Cambridge medical students.

1.2 The SIFT funds allocated to placement providers are to cover the provision of all services, both clinical and student support services, that are required to deliver and support the education of University of Cambridge Medical Students. Unless specifically agreed in writing, by the Authorised Officer of the University of Cambridge (or their representative), this includes all services detailed in Section 2 of this agreement. Unless specified otherwise in Section 2 of this agreement, the way in which SIFT is allocated across staff and clinical and support services, is to be determined by the placement provider. Where funds are used to support staff, these should be named, responsible individuals with some dedicated time for the teaching or support of University of Cambridge medical students. Where appropriate, this should be written into individuals' job plans.

1.3 The University of Cambridge will put in place quality assurance mechanisms to ensure proper use of SIFT funds and to ensure that the placements and associated services are provided as described in Section 2 of this agreement. The University of Cambridge will carry out annual quality assurance visits to each placement provider, and other visits as and when required, to address specific issues that may arise.

1.4 As part of the exercise of compiling an annual report for each placement provider, the University of Cambridge will ask each healthcare provider for: a summary of how the SIFT budget is split across different areas; the names of the dedicated individuals who are part-funded by SIFT, and who have responsibilities for teaching or otherwise supporting University of Cambridge medical students; and a summary of how the placement provider has responded to Cambridge medical student feedback.

2.0 Course Description

2.1 Programme specifications for each course are published on the University of Cambridge Web-site: http://www.medschl.cam.ac.uk/courses/index.html

2.2 Aims and objectives for each placement are published on the Clinical Schools VLE: https://medportal.medschl.cam.ac.uk/

3.0 Location
3.1 Medical Student placements will take place on the healthcare provider organisation sites set unless otherwise agreed by the University of Cambridge. If the Undergraduate Specialty Tutor organises teaching in locations other than the main site, the placement provider will be responsible for transport and meet any reasonable travelling costs incurred by the Medical Student.

3.2 Medical Students will sometimes be required to return to Cambridge while on placement, in order to attend teaching sessions, for example in Communication Skills. They will not be required to return to Cambridge for clinical supervisions. The University will ensure that the dates and times of these sessions are communicated to the placement provider at least three months in advance of each placement.

4.0 Student Group

4.1 This refers to medical students at the University of Cambridge on placement and in residence in the Trust.

5.0 Staff

5.1 Provision of a level and quality of staff required to deliver the placements and facilities is set out by the University of Cambridge. The placement provider will invite the University of Cambridge to contribute to the appraisal of all staff involved with teaching, examining and administration.

6.0 University Appointed Roles

6.1 The placement provider recognises the roles of University of Cambridge Senior Clinical Tutor (UCSCT), Undergraduate Specialty Tutor (UGST), Regional Clinical Sub-Dean, and Regional Clinical Teaching Centre Co-ordinator. The University of Cambridge may change the name (but not the duties) of these roles at any time, without consulting the Authority or the placement provider. These appointments will be made by the University of Cambridge in consultation with the placement provider. Their job plans should include at least the number of Programmed Activities (PAs) set out by University of Cambridge to carry out the duties of the role as described below.

6.2 University of Cambridge Senior Clinical Tutor (UCSCT)

6.2.1 Clinicians who make a 'regular and sufficient contribution' to clinical teaching of medical students including:

6.2.1.1 at least one hour of formal teaching and assessment per placement week over and above the experiential learning opportunities provided in clinical practice;
6.2.1.2 lectures; demonstrations; tutorials; bedside teaching and in other clinical situations;

6.2.1.3 in-course assessment and Final MB examining on site and in Cambridge;

6.2.1.4 attendance at meetings concerned with education;

6.2.1.5 vocational and pastoral tutorial work;

6.2.1.6 course review and development;

6.2.1.7 development of online learning materials for the University of Cambridge Clinical School Virtual Learning Environment (VLE)

6.2.1.8 development of teaching skills;

6.2.1.9 administration of under-graduate education

6.3 Undergraduate Specialty Tutor (UGST)

6.3.1 UCSCTs who co-ordinate undergraduate education in their specialty are designated Undergraduate Specialty Tutors; their additional duties include:

6.3.1.1 direction of University of Cambridge Senior Clinical Tutors;

6.3.1.2 attendance at local and regional meetings concerned with education;

6.3.1.3 liaison with the Specialty Leads in Cambridge, regarding placement objectives, and ensuring structures and staff are in place to enable these objectives to be met;

6.3.1.4 ensuring UCSCTs are aware of placement objectives, and the core requirements for each specialty;

6.3.1.5 ensuring UCSCTs have an understanding of the overall structure and content of the Cambridge clinical curriculum;

6.3.1.6 liaison with Regional Clinical Sub-Deans to ensure that key placement teaching sessions and assessments do not overlap with periods when students are expected to be attending teaching sessions in Cambridge;

6.3.1.7 on-line completion of student Placement Records;

6.3.1.8 on-line sign-off of students' e-portfolios;
6.3.1.9 ensuring that students have the opportunity to pursue their own clinical interests outside the core material for each specialty, and that any concerns over students' attendance or performance during these periods of student selected learning, are raised with the Regional Clinical Sub-Dean and with the Clinical School Education Division as soon as possible; organise mid-placement assessments for all senior placements, and ensure that prompt feedback is provided to students, in order to enable them to remediate their skills, where necessary, during the remainder of the placement;

6.3.1.10 liaison with UCSCTs and Regional Clinical Sub-Dean concerning students where there are pastoral, attendance or academic concerns, including students who obtain a borderline pass in their placements.

6.3.1.11 liaison with the Specialty Director and Regional Clinical Sub-dean concerning any problems and arrangements for students with special needs.

6.4 Regional Clinical Sub-Dean

6.4.1 The duties of this post are to:

6.4.1.1 Support for Staff:

6.4.1.1.1 support the work of the Director of Medical Education/Clinical Dean, Clinical Sub-Deans and Regional Co-ordinating Sub-Deans (RCSD);

6.4.1.1.2 work with the Academic Lead for Staff Development and with the RCSD with to identify recruitment and training needs;

6.4.1.1.3 recommend UCSCT and UGST appointments to the University of Cambridge and deliver their induction;

6.4.1.1.4 contribute to the appraisal of UCSCTs, UGSTs and Clinical Trainers and clinical skills tutor(s);

6.4.1.1.5 Line manage the undergraduate clinical skills tutor(s) and liaise with the senior clinical skills tutor at Cambridge on both professional and quality assurance issues;
6.4.1.6 work with the Cambridge Lead for the Clinical Supervisor programme, to recruit and train regional Clinical Supervisors;

6.4.1.7 work with the Clinical Sub-Dean (Student Welfare) to recruit and train regional pastoral advisors.

6.4.1.2 Teaching and Learning:

6.4.1.2.1 support UGSTs and course co-ordinators in developing and maintaining an effective learning and assessment programme for all clinical students in the placement provider;

6.4.1.2.2 work with the Trust and with UGSTs to ensure that medical students have reasonable opportunity for pursuing their own clinical interests outside the core material for each specialty;

6.4.1.2.3 have overall responsibility for ensuring that those involved in teaching Cambridge medical students, have an understanding of the overall structure and content of the Cambridge clinical curriculum;

6.4.1.2.4 support UGSTs in ensuring that mid-placement assessments and subsequent feedback to students, takes place;

6.4.1.2.5 liaise with the Clinical School Education Division regarding teaching sessions that students will need to attend in Cambridge, and ensuring this information is disseminated appropriately;

6.4.1.2.6 liaise with UGSTs regarding students' attendance and performance during placements;

6.4.1.2.7 strongly encourage students to complete their end of placement feedback forms through the Clinical School VLE, before they have their end of placement interview;

6.4.1.2.8 carry out individual, face to face interviews with all students at the end of each placement, in which students should receive feedback on their attendance
and performance, and will also have an opportunity to provide feedback on the placement.

6.4.1.3 Student Support

6.4.1.3.1 supervise and provide pastoral support on behalf of the Clinical Dean for all clinical students attached to the placement provider;

6.4.1.3.2 make any special arrangements for individual students with special learning needs as requested by the Clinical Dean or RCSD;

6.4.1.3.3 liaise with the Undergraduate Specialty Tutors and with the Clinical Dean, Clinical Sub-Deans and RCSD, regarding students where there are pastoral, attendance or academic concerns, including students who obtain a borderline pass in their placements;

6.4.1.3.4 remind all clinical teachers to respond with consideration should any student refuse to undertake exposure-prone procedures or ask for a special learning need to be accommodated.

6.4.1.4 Quality assurance, strategy and SIFT

6.4.1.4.1 be an active member of the local placement provider Postgraduate Education Committee;

6.4.1.4.2 co-ordinate the informal local Undergraduate Education Group;

6.4.1.4.3 liaise with the RCSD and the Clinical School regarding student numbers and capacity at the Trust, in order to facilitate calculation of student FTEs and placement scheduling;

6.4.1.4.4 make recommendations to the healthcare provider organisation Chief Executive with regard to educational issues, SIFT resources and management;

6.4.1.4.5 work with the Trust and with UGSTs to ensure that structures and staff are in place to deliver the objectives for each placement (placement objectives are published on the Clinical School VLE);
6.4.1.4.6 work with the University, the RCSD and the healthcare provider to resolve issues that arise during placements, for example, difficulties with accommodation, IT, clinical and teaching resources, or staffing;

6.4.1.4.7 be responsible for implementing systems for reviewing student end of placement feedback and for acting upon (where relevant) issues highlighted in this feedback;

6.4.1.4.8 represent the healthcare provider organisation in discussions with the University of Cambridge and the Local Education Training Board and to advise healthcare provider organisation management on the local distribution of SIFT;

6.4.1.4.9 represent the University of Cambridge, as and when required, on relevant appointments within the healthcare provider organisation;

6.4.1.4.10 organise and participate in the SIFT monitoring/quality assurance visits of the University of Cambridge;

6.4.1.5 Personal and Professional Development:

6.4.1.5.1 attend the termly meeting of the Clinical Sub-deans Group;

6.4.1.5.2 attend the annual Clinical School Education Away Day;

6.4.1.5.3 attend an annual appraisal with the RCSD and submit any relevant information pertaining to personal and professional development, to enable the University to maintain a database of recognised trainers as required by the GMC.

7.0 NHS Consultant Staff

7.1 Consultant NHS staff in departments that contribute to the education programme will provide support for education under the direction of their specialty's UGST including:

7.1.1 lectures; demonstrations; tutorials; teaching in bedside and other clinical situations;

7.1.2 in-course assessment and Final MB examining on site and in Cambridge;

7.1.3 attendance at meetings concerned with education;
7.1.4 vocational and pastoral tutorial work;

7.1.5 course review and development;

7.1.6 development of teaching skills;

7.1.7 administration.

8.0 Other Medical Staff

8.1 Staff above the level of Foundation (F1) Trainee, under the direction and supervision of the Undergraduate Specialty Tutor will provide teaching as required. Responsibility rests with consultant staff for any teaching provided under their supervision.

9.0 Non-medical Staff

9.1 Non-medical staff including Clinical Skills Tutors, senior nurses, midwives, radiographers, scientific and technical staff will contribute to the delivery of education and assessment as appropriate. Healthcare provider organisations with over 5 WTE medical students will employ at least a half-time Clinical Skills Trainer with responsibility for the following duties:

9.1.1 providing weekly practical clinical skills training as set out in the curriculum;

9.1.2 providing appropriate remediation training in practical skills to senior students;

9.1.3 encouraging self-directed learning including observation of students;

9.1.4 acting as an examiner for all formative and summative assessments (e.g. OSCEs) both locally, in Cambridge or at any other designated regional location;

9.1.5 assess student portfolios, including related assessment in the clinical area;

9.1.6 assisting in the design, setting up and implementation of practical assessments;

9.1.7 attending personal training courses organised by the Addenbrooke’s Clinical Skills Unit;

9.1.8 assisting in the development of new practical skills training methods to incorporate relevant communication elements to improve the effectiveness of clinical skills training;

9.1.9 participation in quality assurance processes to ensure that high quality training is delivered;
9.1.10 organisation of timetabling and planning, preparation of teaching materials, ensuring stocks of consumables are maintained, maintenance of teaching aids (in association with designated technical support staff).

9.1.11 attending all appropriate educational meetings (in particular, the Regional Skills Tutor meetings) locally, in Cambridge or at any other designated regional location.

10.0 Educational Administration and Support for Regional Clinical Sub-deans

10.1 The placement provider will arrange for the appointment of a minimum half-time Educational Administrator. The healthcare provider organisation may, by utilising additional alternative funding, appoint an administrator with a range of duties, including, for example, duties with regard to postgraduate medical education. However, the healthcare provider organisation must ensure that the Educational Administrator works at least half-time (i.e. 0.5FTE) on matters either directly or indirectly related to supporting Cambridge medical students and Regional Clinical Sub-Deans. Educational Administrators will have responsibility for the following duties:

10.1.1 in consultation with UGSTs, Specialty Directors and Regional Clinical Sub-deans, organisation of local student rotations and teaching schedules including rearranging cancelled sessions and communicating promptly with students, regarding cancellations and rearrangements;

10.1.2 liaison with local Accommodation Officers and the Clinical Schools Education Division to confirm that accommodation is provided as set out by the University of Cambridge;

10.1.3 liaison with the Education Division, UGSTs and Specialty Directors concerning student information to be published on University web-sites and on the VLE,, and maintaining links with local web-sites;

10.1.4 updating information about rotas and timetables on the local web-site, and in paper form (if appropriate);

10.1.5 preparation and duplication, as appropriate, of local teaching materials, schedules and timetables to give to students, organising a local induction programme and induction packs (which may be electronic) for new students; liaison with Regional Clinical Sub-Deans and UGSTs to ensure that key placement teaching sessions and assessments do not overlap with periods when students are expected to be attending teaching sessions in Cambridge;

10.1.6 organisation of end-of-placement assessments (where required) including;
10.1.7 preparation of reports for the UGST, Clinical Sub-dean and Specialty Director; organisation of termly meetings of the local Undergraduate Education Group, preparing agendas, taking notes and follow-up action as required;

10.1.8 organisation of student placement feedback and preparation of reports;

10.1.9 organisation of end of placement interviews, and timelabled opportunities for students to provide end of placement feedback through the VLE;

10.1.10 liaison with the Education Division to organise monitoring visits including booking accommodation/refreshments, site tour organisation, information material preparation, arranging student appointments and meetings with teachers;

10.1.11 monitoring student attendance, advising the Education Division of unauthorised absence and concerns about student welfare;

10.1.12 making arrangements as required for students with additional learning support;

10.1.13 liaising with UGSTs to organise programme for any visiting elective students;

10.1.14 maintaining computer and document record systems, as appropriate;

10.1.15 liaison with UGSTs and Regional Clinical Sub-Deans to ensure sign-off of students’ e-portfolios;

10.1.16 providing general administrative support to the Regional Clinical Sub-dean including: responding to routine correspondence, e-mail/telephone calls, sorting mail, diaries & organising meetings;

10.1.17 circulating information about the Regional Clinical Sub-dean role when a vacancy arises;

10.1.18 Organising and taking part in annual administration visits to complement the programme of annual quality assurance visits to healthcare provider organisations;

10.1.19 Liaising with and supporting the Regional Clinical Teaching Centre Coordinator and administrator as and when required, regarding the placement and movement of students between Trusts within the Centre, and between the Centre and Cambridge;
10.1.20 In addition, Educational Administrators will have the following duties specifically with respect to the Clinical School VLE:

10.1.20.1 add and maintain placement information and contact details

10.1.20.2 upload information about local rotas and timetables, including clinic timetables, and keep these up to date

10.1.21 liaison with UGSTs, Regional Clinical Sub-deans and the Education Division to ensure completion of Student Progress Reports on the VLE, chasing those outstanding;

10.1.22 encouraging students to complete end of placement feedback through the VLE

10.1.23 running feedback reports from the VLE after every placement, distributing data to relevant colleagues, identifying areas of concern, and working with Regional Clinical Sub-Dean on addressing these

10.1.24 using the VLE to communicate with students, for example, regarding events, changes timetables, and contact details

10.1.25 engaging more broadly with the VLE, including attending training as and when required, assisting teachers with putting educational material on the VLE, and encouraging students to provide end of placement feedback through the VLE;

11.0 Clinical Resourcing

11.1 The provider will ensure:

11.1.1 appropriate access to patients in outpatient clinics, wards, operating theatres and day surgery units, with nursing and other professional support as required;

11.1.2 provision of diagnostic facilities which take account of the additional requirements associated with the conduct of undergraduate medical education;

11.1.3 provision of protective clothing and similar consumables for students and teachers;

11.1.4 provision of bleeps for students on call;
11.1.5 space for teaching in clinics, diagnostic facilities and wards; no teaching space to be redesignated without consultation and agreement between the placement provider and the University of Cambridge;

11.1.6 access for students to clinical IT facilities including any online database searching facilities, MEDLINE, HISS, PACs etc.;

11.1.7 that students have the appropriate access to be able to use the smart cards provided by the University of Cambridge to access patient records

11.1.8 administrative support for clinical teachers in the organisation of placements, seminars, booking teaching accommodation, correspondence with students and the Clinical School etc;

11.1.9 provision of a managerial and administrative structure which will allow for dialogue and planning to take place between the Provider and the University on issues related to medical education.

12.0 Education and Administrative Resource

12.1 The placement provider will ensure:

12.1.1 provision of seminar rooms for group teaching and assessment; the University should be involved in issues regarding refurbishment and new capital projects and account taken of implications for undergraduate medical education;

12.1.2 where appropriate, and in liaison with the University, provision of space and facilities for the purposes of examinations, including on-line examinations;

12.1.3 provision of an academic library open at least from 8.30 a.m. – 10.00 p.m. Monday – Friday, 9.00 a.m. – 5.00 p.m. on Saturday

12.1.4 ready access for students to networked computer work stations in the library from day one of a placement with:

12.1.4.1 a minimum ratio of one work station to three WTE. students;

12.1.4.2 a web browser which is supported by the vendor that supports standard technologies (Java, Javascript) equipped with commonly used plug-ins (at a minimum this should include the Macromedia Flash Player and Apple Quick time Player);

12.1.4.3 ability to display video at VGA (320 x 240) resolution or above and play sound with headphones;
12.1.4.4 network infrastructure providing reliable access to the secure VLE site (https://vle.medschl.cam.ac.uk/login/index.php) and to third-party educational websites;

12.1.4.5 network speed sufficient to allow access to educational multimedia resources without excessive load times during off-peak periods;

12.1.4.6 an accessible USB port on each computer, for copying files;

12.1.4.7 access to e-mail via University of Cambridge webmail and the ability to view and save attachments (https://webmail.hermes.cam.ac.uk/);

12.1.4.8 software capable of viewing Microsoft Office documents up to and including the latest released version (currently Office 2013, and including Word, Excel and PowerPoint) - this could be Open Office (free from openoffice.org) - and for PDF documents (free Adobe Acrobat Reader at http://www.adobe.com/);

12.1.4.9 facilities for printing in black and white charged to the student at cost price;

12.1.5 IT Web access for all UCSCTs, UGSTs and Educational Administrators;

12.1.6 provision of dedicated Clinical Skills Laboratory space, equipment and materials for teaching medical students, with adequate out-of-hours access for student self-directed learning;

12.1.7 adequate technical support for the clinical skills tutor, providing room preparation, manikin maintenance, consumable stock control and specified materials re-cycling;

12.1.8 an IT Technician will be identified whose duties include provision of support for the workstations used by Medical Students.

13.0 Accommodation and General Facilities

13.1 Residential accommodation, including free on-site parking and wireless or wired access to broadband within study-bedrooms, should be provided for Medical Students.

13.2 Residential accommodation should comprise single study-bedrooms (which may be located within a shared flat). Each study-bedroom should include a desk/table and a chair in order to provide medical students with their own study space.

13.3 Residential accommodation should include broadband access, either wired or wireless with:
13.3.1 Wireless coverage or wired access at suitable working places in the accommodation, e.g. at desks;

13.3.2 Sufficient wireless coverage or wired access points to allow all students in the accommodation to use it concurrently;

13.3.3 Sufficient wireless or wired network speed for all students in accommodation to use to educational multimedia resources concurrently;

13.3.4 Sufficient internet access speed for all students in accommodation to use to educational multimedia resources concurrently without excessive load times during off-peak periods;

13.3.5 Sufficient reliability to ensure that there is no obstacle or detriment to student work;

13.3.6 No restrictions to required medical sites, e.g. medical sites mistakenly being blocked by parental controls;

13.4 In the event of difficulties or problems with broadband access in student accommodation, should it not be possible to resolve these within a reasonable timeframe, the provider will provide alternative internet access, such as 3G USB modems, or 3G dongles with appropriate data transfer limits.

13.5 Residential accommodation should provide cooking facilities (with a kettle, fridge and microwave as a minimum). Where this is not possible, students should have access to cooking facilities or to one subsidised hot meal per day, within the healthcare provider organisation.

13.6 Accommodation should meet the minimum safety and security standards specified by the BMA:

13.6.1 buildings have a security system, e.g. self locking doors entrance code and access is be restricted to those in residence;

13.6.2 secure rooms with lockable doors fitted with a chain or spy hole; all residents have their own keys, secure ground-floor windows with bars or lockable night vents - if possible, female students to be given upper storey rooms;

13.6.3 well-lit access to rooms, passageways and car parks;

13.6.4 fire equipment complies with the relevant legislation and is regularly inspected;

13.6.5 on call rooms ideally provided in hospital grounds, where this is not possible,
13.6.6 provision of free transport home after dark;

13.6.7 personal alarms are available for students who need to leave the buildings after dark;

13.6.8 refundable deposits against damage and key loss are at a level approved by the Clinical Dean.

13.7 the University should be involved in issues regarding accommodation refurbishment and new capital projects and account taken of implications for undergraduate medical education;

13.8 no student accommodation to be redesignated or reassigned without consultation and agreement between the placement provider and the University of Cambridge;

13.9 General facilities for medical students should be at least equivalent to that provided for a member of staff employed by the placement provider including:

13.9.1 common rooms and rest rooms

13.9.2 secure lockers, with changing and washing facilities;

13.9.3 laundry service for provision of clean bed linen and theatre clothing;

13.9.4 catering provision for students meals and access to hot food for students on call;

13.9.5 identification and security passes.

13.10 Where accommodation has to be identified at very short notice and medical students are placed in accommodation other than that normally used by the placement provider, every effort should be made to ensure that the accommodation meets all of the standards above.

13.11 Placement providers should carry out regular inspections (at least once a year) of their accommodation in order to ensure that the standards above are being met, and that the accommodation, including furniture and equipment therein, is of a good standard and fit for purpose.

14.0 Public Information

14.1 The placement provider will make available to the general public information about its commitment to teaching on web-sites and in relevant printed documentation, for example:
14.2 ‘Education Doctors: the [Organisation Name/Provider] provides clinical placements for student doctors helping them to acquire the knowledge, skills and attitudes to become professionally competent, informed practitioners who are capable of further professional development. For information about how patients and staff in the placement provider contribute to this activity see http://www.medschl.cam.ac.uk/.’

15.0 Quality Assurance

15.1 The placement provider will provide information to the University of Cambridge and the Authority as requested.

15.2 Such requests will be kept to a minimum with as much advance notice as can practicably be given.

15.3 The placement provider will inform the Clinical Dean as soon as possible if the case-mix and clinical practice is no longer appropriate for the delivery of the course aims and objectives e.g. as a result of changes in its portfolio of contracts with purchasers of its services which may have an impact on education.

15.4 The placement provider will support the activities described below which are intended to provide timely, comprehensive and efficient monitoring of the quality of clinical placements.

16.0 Financial and Quality Assurance Reporting

16.1 The placement provider will submit reports on expenditure, any issues that have arisen concerning the organisation of placements during the period, and student feedback and action taken to address concerns raised. The reports will be reviewed by the Clinical Dean, the Clinical School's Senior Assistant Registrar, and other employees of the Clinical School, where relevant and appropriate. Any issues arising will be dealt with as soon as possible by immediate action, referral to the appropriate body or, in exceptional circumstances, setting up of a formal visit;

17.0 Annual Report

17.1 The University of Cambridge will prepare an annual report for each placement provider, including a summary of student feedback on the placements which took place during the previous year. As part of the compilation of the report, the University of Cambridge will ask the healthcare provider organisation to provide a summary of how the SIFT budget is split across different areas, and for the names of the dedicated individuals who are part-funded by SIFT, and who have responsibilities for teaching or otherwise supporting University of Cambridge Medical Students. The University of Cambridge will also ask the Healthcare provider organisation to summarise action taken in response to student feedback through the previous year. The annual report will be submitted to the placement provider’s Chief Executive with
copies to the Clinical Sub-dean, UGSTs, Educational Administrator and Specialty Directors as relevant. Where common problems are identified, a report will be prepared by the Senior Assistant Registry at the Clinical School for consideration by the appropriate committee(s).

18.0 Meetings

18.1 The placement provider will ensure attendance at meetings organised by the Authority and University of Cambridge to discuss matters relating to clinical placements including termly meetings of the Clinical Sub-dean Group, the Annual Clinical School Development Day and Specialty Development days.

18.2 Staff Development: the placement provider will encourage and support all staff contributing to the education of students to attend relevant training courses and manage the Staff Development budget.

19.0 Appraisal/Performance Review

19.1 The placement provider will arrange for the annual review of staff performance as educators and invite the Clinical School to contribute to the reviews of consultant-level clinical teachers and Practical Skills Trainers.

20.0 Quality Assurance Visits

20.1 The placement provider will liaise with the University of Cambridge to organise annual visits by the Clinical Dean to meet staff and students, inspect facilities and discuss course developments and any issues arising relating to the placements. The placement provider will ensure, as far as possible, that visits are attended by key senior personnel, including the Chief Executive, the Finance Director, and the Director of Medical Education. The University of Cambridge will provide brief notes of the visits, summarising key issues and action points, and will distribute these to the placement provider and to the Authority.

21.0 Formal Visits

21.1 At the instigation of the Clinical Dean, or the Authority, following receipt of information which gives rise to serious concerns, a formal visit will be organised through locally agreed procedures.

22.0 Arbitration

22.1 If unforeseen circumstances arise (e.g. unplanned closures) or events that lead to availability of clinical experience at an unsatisfactory level (e.g. over-crowding of students on teaching firms), there will be local negotiations involving the Clinical Dean, Regius Professor of Physic, Authority and placement provider Chief Executive.
23.0 Authorisation

23.1 The following are authorised to act on behalf of the University of Cambridge on the matters indicated.

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<thead>
<tr>
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<th>Authorised Officer</th>
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<tr>
<td>(a)</td>
<td>Authorised representative of the University for all purposes connected with this Agreement.</td>
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<th>SIFT Co-ordinator</th>
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<td>(b)</td>
<td>Co-ordinates all aspects of MPET(SIFT) agreements on behalf of the University.</td>
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Part B: Norwich Medical School, University of East Anglia

1.0 The aim of this section is to ensure the proper use of HEEeOeE funding for undergraduate medical education and to specify the placements and the associated services to be provided by the Placement Provider to support the education of Norwich Medical School medical students.

2.0 Course Descriptions

2.1 Programme specifications for the MB BS course are published on the Norwich Medical School website: https://www.uea.ac.uk/learningandteaching/courses-and-modules/specs/norwich-medical-school

3.0 Location and Travel Costs

3.1 Medical Student placements will take place on the Provider sites unless otherwise agreed by the University.

3.2 The Provider will meet the travel costs of staff attending events organised by the University at locations away from the main site including meetings, teaching, examination and staff development sessions.

4.0 Student Group

4.1 Medical students of Norwich Medical School on placement and in residence at the Trust (note: no residential placements occur at NNUH, NCH&C, CCS or NSFT).

5.0 Staff

5.1 Provision of a level and quality of staff required to deliver the placements is the responsibility of the placement provider in line with guidelines from the medical school.

6.0 Joint Provider Trust and University-appointed Educational Roles

6.1 Norwich Medical School roles:

6.1.1 The Provider recognises the educational roles of the University: Secondary Care module leads; Director of Clinical Skills (NNUH only), elsewhere clinical skills lead tutor; and Trust UG medical education lead (Clinical Sub Dean). All other clinicians significantly involved with educational activity should hold an honorary appointment with the UEA according to the requirements specified by Norwich Medical School, and demonstrate appraisal of their educational role and up-to-date CPD related to that educational role. Appointments to these roles will be made by the Provider in collaboration with the University. Job plans for these staff should include at least the number of Programmed Activities (PAs) to carry out, as a
minimum, the duties of the role as described below, plus any other duties related to undergraduate education in role descriptions and job plans issued by each Provider.

6.2 Honorary appointment (teaching): Clinicians who make a ‘regular and sufficient contribution’ to clinical teaching of medical students including:

6.2.1 undertaking regular formal teaching activities and/or assessment per placement week over and above the experiential learning opportunities (e.g. booked sessions) provided in clinical practice; examples of formal teaching include clinical skills practice; lectures and seminars; structured patient teaching; tutorials; bedside clinical teaching; timetabled and supervised out of hours clinical exposure and in other clinical situations; module, end of year and Final MB BS OSCE assessment examining for Norwich Medical School;

6.2.2 attendance at meetings concerned with education;

6.2.3 student adviser duties (i.e. pastoral support of students allocated to them)

6.2.4 Development of teaching skills: as a minimum this would include Equality and Diversity training, and Safeguarding, training every three years, and ensuring they have attended Norwich Medical School training in all teaching, assessment methods and student advising that they undertake, and participate in peer observation in line with UEA’s code of teaching practice.

6.2.5 Provider Trusts should be aware of the GMC’s document “Developing teachers and trainers in medical education” in their support and appraisal of their Undergraduate clinical teachers. (http://www.gmc-uk.org/Developing_teachers_web.pdf_40939758.pdf)

6.3 Secondary Care Module Lead:

6.3.1 Liaison within the relevant hospital and community clinical departments related to the module to create an appropriate student clinical experience to cover the secondary care learning outcomes for the module and the GMC’s Outcomes for Graduates

6.3.2 Liaison with CSRA staff (NNUH) or local UG administrative team to develop a detailed student timetable for students that incorporates a suitable range of the examples of teaching cited above;

6.3.3 To be the key contact between UG administrative staff/CSRA and department clinicians, including the provision of on-call lists, resolution of
issues, such as cancelled sessions, following up on reports of non-attendance of clinicians on placement and relevant liaison with Module leads to ensure successful delivery of other lectures and seminars in the UEA timetable, and source appropriate teaching tutors.

6.3.4 To be the named contact in Module Handbooks and on Blackboard, for students to report to, on arrival on placement, and for students to report any concerns

6.3.5 Commitment to teaching – provision of introduction to the department on day 1 of secondary care, arrange case presentation sessions and revision sessions prior to the end of module OSCE [Not relevant for CCS, or NCH&C, but alternative induction arrangements should be provided as appropriate to ensure patient safety through a correct approach to patients and correct access to facilities.]

6.3.6 Contribute to campus-based teaching in line with the minimum requirements for teaching quality specified by Norwich Medical School – whole year lectures and module specific seminars

6.3.7 Membership of Module team and attendance at module team meetings (3-4/year)

6.3.8 Membership of Clinicians' Forum - this meets approximately 3 times/year at NNUH and JPUH, and once/year at QEH and Ipswich hospitals. For mental health, the equivalent clinician forums are encompassed within the module 12 meetings which are held 3-4/year. [NCH&C and CCS would not be required to have such a forum; the NSFT forum is through regular Module 11 meetings.]

6.3.9 Development of assessment material, both written and clinical related to the module

6.3.10 Assess at a minimum of two days of OSCEs (or four half days) per annum and responsibility to ensure consultant colleagues also assist.

6.3.11 Work with module team members with regard to curriculum development and to ensure that the module remains up-to-date and complies with GMC requirements in Tomorrow's Doctors, including Outcomes for Graduates.

6.3.12 Analyse and respond to student feedback. Plan and implement improvements to secondary care teaching and communicate those changes through the Undergraduate Clinical Lead, through the Module Lead and through contributions to the Module Handbook
6.3.13 Support non-modular initiatives, including long case teaching, prescribing and patient safety events

6.3.14 Attend annual MB BS Away Day (typically held in September).

6.4 Trust UG Medical Educational Lead (Clinical Sub-dean) Role (where the Trust provides input principally into one Module, we expect the Trust UG lead to also provide all elements of the Secondary Care Module Lead role). The duties of this post are to:

6.4.1 Recommend Honorary Lecturer and Senior Lecturer appointments and assist with the appointment of secondary care lead appointments to the Provider and help deliver their induction. Where there is more than one suitable candidate for a secondary care lead, the Trust educational lead would organise an appointment panel which would include a representative from the Medical School;

6.4.2 Provide regular updates on staff changes to Norwich Medical School;

6.4.3 be an active member of the Curriculum Development and Delivery group at Norwich Medical School;

6.4.4 chair the local Clinicians’ forum; NCH&C and CCS would not be required to have such a forum, NSFT forum is through regular Module 11 meetings);

6.4.5 support secondary care module leads as necessary to improve placement clinical training, student feedback, engagement of clinical team etc. so as to ensure the educational opportunities provided to all students on placement meet module clinical learning outcomes;

6.4.6 develop opportunities for undergraduates to take part in research, where appropriate and feasible;

6.4.7 support the work of the Dean and Course Director of Norwich Medical School;

6.4.8 liaise with trust Chief Executives and Management Teams with regard to educational issues, HEEoE funding for under graduate medical education resources and management;

6.4.9 supervise on behalf of the Dean all clinical students attached to the Trust;

6.4.10 ensure special arrangements for individual students with Specific Learning Disabilities can be accommodated as requested by the Disability Liaison Officer of Norwich Medical School;
6.4.11 support the Clinical Skills Director, and Secondary Care module leads in developing and maintaining an effective learning and assessment programme for all medical students in the Trust;

6.4.12 represent the Trust in discussions with the University and HEEoE and to advise Trust management on the local distribution of HEEoE funding for undergraduate medical education;

6.4.13 organise and participate in the undergraduate medical education monitoring visits of the University;

6.4.14 Carry out other duties as necessary following consultation with Norwich Medical School.

7.0 Clinical skills team (NNUH)

7.1 Clinical skills director (NNUH)

7.1.1 To ensure all students graduating from the Norwich Medical School are confident and competent in the clinical skills required to be a foundation level doctor (as specified in Tomorrow’s Doctors)

7.1.2 To manage the Clinical Skills Team at the NNUH – including recruitment and appraisal of staff, oversight of budget and day-to-day problem solving on the unit

7.1.3 To provide advice and support to the Dean and Course Director

7.1.4 To develop the clinical skills curriculum including chairing the clinical method team and attending meetings such as module team meetings, CDD

7.1.5 To support innovations and research in medical education

7.1.6 To oversee the delivery of all clinical examinations (OSCEs) for Norwich Medical School including Finals and those held off site. This includes assessor training.

7.1.7 To liaise with the Secondary Care Coordinator and other named clinical skills coordinators at NNUH, as well as those at JPUH and QEHKL and Ipswich to ensure the equivalence of clinical skills training cross-sites and coordination of timetabling to ensure parity of student experience across sites sharing the delivery of teaching of any given module.

7.2 The members of the team to include:

7.2.1 1 Senior nurse (clinical skills trainer [see below]) (1.0 FTE)
7.2.2 1 Senior technician (1.0 FTE)

7.2.3 1 Health care assistant (0.75 FTE)

7.2.4 4.2 FTE Administrators (1 Administration Manager/1.0 FTE; 3 administrators/2.6 FTE; 1 administrative assistant/0.6 FTE.)

7.3 The duties of the team to include day to day running of the clinical skills resource area (CSRA) including:

7.3.1 delivering some clinical skills teaching e.g. venepuncture, blood pressure;

7.3.2 assisting staff to deliver teaching within the CSRA and the Trust;

7.3.3 providing appropriate equipment for teaching including maintenance of equipment such as SIMMAN;

7.3.4 supporting patients involved in educational activity, including gaining consent and ensuring confidentiality (e.g. structured patient teaching sessions and OSCEs);

7.3.5 gathering feedback on students, from patients involved in educational activity and collating the feedback for anonymous onward use within reports requested from Trust UG Medical Educational Leads (Clinical Sub-dean) by Norwich Medical School, as part of the Annual Quality Assurance Visits;

7.3.6 budgetary responsibility for CSRA (subsection of HEEoE funding for undergraduate medical education as provided by NNUH);

7.3.7 liaising with Secondary Care Leads to produce a timetable for all educational activity for Norwich Medical School students on secondary care placement (both CSRA based and clinical area based booked sessions);

7.3.8 working closely with the Norwich Medical School and provide input into medical school based-committees such as the Curriculum Development and Delivery Group, professionalism, disability, timetabling, assessment group etc.;

7.3.9 providing a base for students on secondary care placement with information and pastoral and practical support

7.3.10 maintaining the 24hour access student clinical skills lab and computer suites including restocking of consumables
7.3.11 managing the delivery of end of module and end of year OSCEs (including absence and reassessment OSCEs; approximately 35 per year)

7.3.12 Supporting the work of the Clinical Skills Director and the Clinical Skills Coordinators including the delivery of educational initiatives, such as formative OSCEs in each year, and research.

7.4 Clinical skills co-ordinators (NNUH) x 1.5 WTE. To support the delivery of the clinical teaching programme at the major teaching site, the equivalent of 1.5 WTE clinical skills co-ordinator should be appointed to assist:

7.4.1 The delivery of approx. 35 days per year of OSCEs requiring:

7.4.1.1 OSCE planning and question generation

7.4.1.2 recruitment and training of assessors

7.4.1.3 quality assurance and OSCE evaluation (student, assessor, externals etc.) and on-going developments

7.4.1.4 moderation of the OSCE in line with requirements of Norwich Medical School and University regulations

7.4.1.5 contributing to information and planning in support of OSCE quarantining for end of year OSCEs

7.4.1.6 reporting and investigating procedural irregularities and recommendations to Exam Boards

7.4.2 The delivery and Supervision of Clinical Skills Programme

7.4.2.1 supporting the clinical skills director in all aspects of managing, developing and supervising the teaching of clinical skills teaching;

7.4.2.2 delivering some appropriate clinical skills training in liaison with module teams;

7.4.2.3 Coordination of clinical skills revision and remedial teaching sessions before retake OSCEs.

7.4.3 Module 14 - Module lead

7.4.3.1 arranging shadowing attachments;

7.4.3.2 coordination of teaching days;
7.4.3.3 Development of self-directed teaching tasks.

7.4.3.4 This appointment(s) would also be expected to participate in student advising, interviewing, and other related Norwich Medical School activities.

7.4.4 Module 15 - Module lead (for those students who elect to stay with LEPs for Module 15)

7.4.4.1 arranging shadowing attachments;
7.4.4.2 coordination of teaching days;
7.4.4.3 development of self-directed teaching tasks.

7.4.4.4 This appointment(s) would also be expected to participate in student advising, interviewing, and other related Norwich Medical School activities.

7.5 Clinical Skills Trainer Role (NNUH)

7.5.1 Providing practical clinical skills training as set out in the curriculum;

7.5.2 Providing appropriate remediation training in practical skills to students failing at given skills;

7.5.3 Encouraging self-directed learning including observation of students;

7.5.4 Acting as an examiner for formative and summative assessments (e.g. OSCEs) either at JPUH or at NNUH;

7.5.5 Supporting procedural skills logbook assessment (Final Year);

7.5.6 Assisting in the design, setting up and implementation of practical assessments;

7.5.7 Attending personal training courses as relevant to teaching, assessment and advising, organised by the University;

7.5.8 Assisting in the development of new practical skills training methods to incorporate relevant communication elements to improve the effectiveness of clinical skills training;

7.5.9 Participation in quality assurance processes to ensure that high quality training is delivered;
7.5.10 Organisation of timetabling and planning, preparation of teaching materials, ensuring stocks of consumables are maintained, maintenance of teaching aids.

8.0 Clinical skills support JPUH/QEHKL/Ipswich Hospital Trusts:

8.1 Clinical skills co-ordinator (JPUH/QEHKL/Ipswich)

8.1.1 Working closely with Secondary care leads at each trust as well as with locally based administrative staff to deliver clinical skills education within the Trust

8.1.2 Liaising with secondary care coordinator and Clinical Skills Director to ensure cross-site equivalence of training and to help support new innovations and developments

8.1.3 Working with the Trust UG educational lead (Clinical Sub-dean) to ensure that resources are appropriate for delivery of the local teaching commitment

8.1.4 At JPUH delivering approximately 6 OSCE days/year in close cooperation with NNUH and Norwich Medical School staff

8.2 Clinical Skills Trainer Role

8.2.1 Providing practical clinical skills training as set out in the curriculum and the learning outcomes for each Module;

8.2.2 Providing appropriate remediation training in practical skills to students falling at given skills;

8.2.3 Encouraging self-directed learning, including observation and out of hours placement time, by students;

8.2.4 Acting as an examiner for formative and summative assessments (e.g. OSCEs) either at JPUH or at NNUH;

8.2.5 Supporting procedural skills logbook assessment (Final Year);

8.2.6 Assisting in the design, setting up and implementation of practical assessments;

8.2.7 Attending personal training courses as relevant to teaching, assessment and advising, organised by the University;
8.2.8 Assisting in the development of new practical skills training methods to incorporate relevant communication elements to improve the effectiveness of clinical skills training;

8.2.9 Participation in quality assurance processes to ensure that high quality training is delivered;

8.2.10 Organisation of timetabling and planning, preparation of teaching materials, ensuring stocks of consumables are maintained, maintenance of teaching aids.

8.3 NHS Consultant Staff. Consultant NHS staff in departments that contribute to the education programme will provide support for education under the direction of their secondary care module lead including:

8.3.1 Lectures; demonstrations; tutorials; teaching in bedside and other clinical situations;

8.3.2 Module OSCE assessment (JPUH/NNUH) and Final MB BS examining on site at NNUH for Norwich Medical School;

8.4 Other Medical Staff. Staff above the level of Foundation (F1) Trainee will, under the direction and supervision of the Secondary care module lead, provide teaching as required. Responsibility rests with consultant staff for any teaching provided under their supervision.

8.5 Non-medical Staff. Non-medical staff including clinical skills trainers, senior nurses, midwives, radiographers, scientific and technical staff will contribute to the delivery of education and assessment, on site and on the main University site, as appropriate.

9.0 Educational Administration and Support for Course Tutors

9.1 The Provider will arrange for the appointment of a minimum 1WTE Educational Administrator per three modules of placement provided with responsibility for the following duties:

9.1.1 in consultation with Secondary Care Module Leads, organisation of local student rotations and teaching schedules including rearranging cancelled sessions;

9.1.2 liaison with local Accommodation Officers and University Staff to ensure that accommodation is provided;

9.1.3 liaison with the University concerning student information to be published on University web-sites, maintaining links with local web-sites;
9.1.4 updating information about rota and timetables on the local web-site and in paper form; wherever possible clinical timetables should be published a minimum of 2 weeks’ before a student’s placement commences.

9.1.5 preparation and duplication, as appropriate, of local teaching materials, schedules and timetables to give to students, organising a local induction programme for new students;

9.1.6 liaison with M14 consultants to ensure completion of M14 student reports

9.1.7 ensuring collection of complete M13/14 procedural logbooks, organisation of end-of-placement OSCE assessments (where required) including preparation of reports for the University;

9.1.8 organisation of termly meetings of the local Undergraduate Education Group/Clinicians’ Forum, preparing agendas, taking notes and follow-up action as required;

9.1.9 to organise monitoring visits including booking refreshments, site tour organisation, information material preparation, arranging student appointments and meetings with teachers;

9.1.10 monitoring student attendance and uploading data to University system, advising the University of unauthorised absence and concerns about student welfare;

9.1.11 making arrangements as required for students with special needs;

9.1.11.1 providing a base for students on secondary care placement with information and pastoral and practical support

9.1.11.2 maintaining access to student clinical skills labs and computer suites including restocking of consumables

9.1.12 maintaining timetabling system and other document record systems as required;

9.1.13 providing general administrative support to the Secondary Care module leads including: responding to routine correspondence, e-mail/telephone calls, sorting mail, diaries & organising meetings;

9.1.14 circulating information about educational roles when vacancies arise.

10.0 Clinical Resources

10.1 The Placement Provider will ensure:
10.1.1 appropriate access to patients in outpatient clinics, wards, operating theatres and day surgery units, with nursing and other professional support as required;

10.1.2 provision of diagnostic facilities which take account of the additional requirements associated with the conduct of undergraduate medical education;

10.1.3 provision of protective clothing and similar consumables for students and teachers;

10.1.4 provision of bleeps for students on call;

10.1.5 space for teaching in clinics, diagnostic facilities and wards; no teaching space to be redesignated without consultation and agreement between the Provider and the University;

10.1.6 access for students to clinical IT facilities such as ICE and PACs etc, to allow access to investigation results of patients students are involved with

10.1.7 access to any online database searching facilities, eg. MEDLINE, online journals etc.;

10.1.8 administrative support for clinical teachers in the organisation of placements, seminars, booking teaching accommodation, correspondence with students and the University etc.;

10.1.9 provision of a managerial and administrative structure which allows for dialogue and planning to take place between the Provider and the University on issues related to medical education.

11.0 Education and Administrative Resources

11.1 The Placement Provider will ensure:

11.1.1 Provision of seminar rooms for group teaching and assessment; the University should be involved in issues regarding refurbishment and new capital projects and account taken of implications for undergraduate medical education;

11.1.2 Provision of an academic library open at least from 8.30 a.m. – 10.00 p.m. Monday – Friday, 9.00 a.m. – 5.00 p.m. on Saturday as outlined in Schedule B;

11.1.3 Ready access for students to networked computer work stations in the library, or appropriate alternative venue from day one of a placement with:
11.1.3.1 A minimum ratio of one workstation to three FTE students;

11.1.3.2 An up-to-date web browser that supports standard technologies (Java, JavaScript) equipped with commonly used plug-ins (at a minimum this should include the Macromedia Flash Player and Apple QuickTime Player);

11.1.3.3 Ability to display video at VGA (1024 x 768) resolution or above and play sound with headphones;

11.1.3.4 Network infrastructure providing reliable access to secure VLE sites and to third-party educational websites;

11.1.3.5 Network speed sufficient to allow access to educational multimedia resources without excessive load times during off-peak periods;

11.1.3.6 An accessible USB port on each computer, for copying files;

11.1.3.7 Access to e-mail via University webmail and the ability to view and save attachments;

11.1.3.8 Software for viewing commonly used document formats with viewers for Microsoft Office documents (Word, Excel and PowerPoint);

11.1.3.9 Facilities for printing in black and white charged to the student at cost price;

11.1.4 IT Web access for all course tutors and Educational Administrators; to include access to the UEA Portal and Blackboard modules;

11.1.5 Provision of dedicated Clinical Skills Laboratory space, equipment and materials for teaching medical students;

11.1.6 An IT Technician will be identified whose duties include provision of support for the workstations used by medical students.

12.0 Accommodation and General Facilities

12.1 Residential accommodation, in single-occupancy rooms, with free on-site parking and wireless or wired access to broadband should be provided for medical students attending the following sites: Ipswich (for all students for whole period); QEH (fully residential for those students taking M8, M9, M10, M14; QEH M13 [5 nights], JPUH: (for those students taking M9 [3 nights], M10 [3 nights], M13 [5 nights], M14 [fully
Accommodation should meet the minimum safety and security standards specified by the BMA:

12.2.1 Buildings have a security system, e.g. self-locking doors entrance code and access is be restricted to those in residence;

12.2.2 Secure rooms with lockable doors fitted with a chain or spy hole; all residents have their own keys, secure ground-floor windows with bars or lockable night vents - if possible, female students to be given upper storey rooms;

12.2.3 Well-lit access to rooms, passageways and car parks;

12.2.4 Fire equipment complies with the relevant legislation and is regularly inspected;

12.2.5 On-call rooms, ideally provided in hospital grounds, where this is not possible, provision of free transport home after dark;

12.2.6 Personal alarms are available for students who needs to leave the buildings after dark;

12.2.7 Refundable deposits against damage and key loss are at a level approved by the University.

12.3 General facilities for medical students should be at least equivalent to that provided for a member of staff employed by the Placement Provider, including:

12.3.1 Common rooms and rest rooms;

12.3.2 Secure lockers, with changing and washing facilities;

12.3.3 Laundry service for provision of clean bed linen and theatre clothing;

12.3.4 Catering provision for students meals and access to hot food for students on call;

12.3.5 Identification and security passes.

13.0 Public Information

13.1 The Placement Provider will make available to the general public information about its commitment to teaching on web-sites and in relevant printed documentation.
14.0 **Quality Assurance**

14.1 The Placement Provider will provide information to the University and Authority as requested; such requests will be kept to a minimum with as much advance notice as can practicably be given.

14.2 The Placement Provider will inform the University as soon as possible if the case-mix and clinical practice is no longer appropriate for the delivery of the course aims and objectives e.g. as a result of changes in its portfolio of contracts with purchasers of its services which may have an impact on education.

14.3 The Placement Provider will support the activities described below which are intended to provide timely, comprehensive and efficient monitoring of the quality of clinical placements.

14.3.1 **Financial Reporting:** The Placement Provider will submit reports on expenditure which include the allocation of PAs, named administrative staff and fte, and allocation of SIFT to each department, and any issues that have arisen concerning the organisation of placements during the period; the reports will be reviewed by the University and HEEoE. Any issues arising will be dealt with as soon as possible by immediate action, referral to the appropriate body or, in exceptional circumstances, setting up of a formal visit (see below).

14.3.2 **Annual Report:** The University will prepare an annual report summarising student feedback on the placements which took place during the previous year; the report is submitted to the Trust Lead with copies to the Secondary Care module leads, Educational Administrator. Where common problems are identified, a report will be prepared by the University for consideration.

14.3.3 **Meetings:** The Placement Provider will ensure attendance at meetings organised by HEEoE and the University to discuss matters relating to clinical placements funded in Schedule E, and part of the quality management of the placement provider as outlined in Schedule C;

14.3.4 **Staff Development:** The Placement Provider will encourage and support all staff contributing to the education of students to attend relevant training courses. Clinical teaching staff are expected to attend relevant CPD training courses provided by Norwich Medical School, these are provided free to all NHS staff involved with the delivery of the MB BS (teaching, assessment and advising).

14.3.5 **Appraisal/Performance Review:** The Placement Provider will arrange for the annual review of staff performance as educators and invite Norwich
Medical School to contribute to the reviews of consultant-level clinical teachers. Evidence of the occurrence of Educational Appraisal within or alongside Clinical Appraisals should be submitted to each UG Clinical Lead for inclusion within reports for the Annual UG Quality Assurance Visit.

14.3.6 **Development Visits:** The Placement Provider will liaise with the University to organise Annual Undergraduate Quality Assurance Visits by Norwich Medical School to meet staff and students (including Foundation Year Trainees from Norwich Medical School), inspect facilities and discuss course developments, student evaluations, use of SIFT, and any issues arising relating to the placements. These may be conducted jointly with Cambridge University and may include Observers from HEEoE. LEPs are expected to report on developments within the Trust to improve teaching and adopt instances of good practice evidenced in other LEPs where practicable.

14.3.7 **Formal Visits:** At the instigation of the University or HEEoE following receipt of information which gives rise to serious concerns, a formal visit will be organised.

15.0 **Arbitration**

15.1 If unforeseen circumstances arise (e.g. unplanned closures) or events that lead to availability of clinical experience at an unsatisfactory level (e.g. over-crowding of students on teaching firms, there will be local negotiations involving University representatives, HEEoE and the Placement Provider.
SCHEDULE K

CONTINUING PROFESSIONAL DEVELOPMENT

1.0 Context

1.1 The authority holds contracts with a number of education providers for the delivery of continuing professional development (CPD) education;

1.2 Funding for CPD is not part of schedule E of this agreement

2.0 Planning Cycle

2.1 The placement provider should work with the Authority as part of the planning cycle to identify CPD requirements in line with local, regional and national priorities;

2.2 As part of the planning cycle, the authority will identify the total allocation of CPD funding for each organisation;

2.3 The output from the planning cycle must be:

2.3.1 An outline of how funding will be invested against priorities;

2.3.2 An outline of the total funding from the placement organisations allocation to be invested at each contracted education provider;

3.0 Allocation of funding

3.1 Funding will be allocated for each financial year.

3.2 Funding will be allocated based on a proportional split of the total funding allocated to non medical continuing professional development by the authority;

3.3 All funding is for use in the current financial year only;

4.0 Quality Monitoring

4.1 Quality and performance in relation to commissioned programmes will be reviewed as part of Schedule C.
SCHEDULE L

FINANCIAL IMPACT EVENTS

1.0 Context

1.1 Schedule L outlines events which will impact on finances to be paid to the placement provider outlined in schedule E, and escalation procedures to resolve these;

1.2 Clause 12.5 of this agreement outlines the power of the authority to withhold up to 10% of funding associated with the supply of the agreed minimum dataset, either as a result of information not being provided in a timely or accurate manner;

1.3 Both parties must aim to resolve such issues via the Quality Assurance Framework (Schedule C), or within 8 weeks before funding is withheld;

1.4 Where an issue is not resolved, 10% of associated funding will be withheld;

1.5 Withheld funding will be payable once the placement provider can provide evidence that any issues have been resolved, or appropriate evidence that remedial actions are being taken;

1.6 The maximum funding withheld will not exceed 10% of the total value of this agreement;

1.7 For the avoidance of doubt, actions and associated funding are outlined below;

2.0 Impact Events and Consequences

2.1 Table 1 below outlines events as a result of which the authority may withhold funding:

<table>
<thead>
<tr>
<th>Impact Event</th>
<th>Associated Funding Element</th>
<th>Penalty which may be applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adverse outcomes from the Quality Assurance Process</td>
<td>All elements identified in schedule E</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>(Schedule C)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engagement with quality management processes for</td>
<td>Funding identified in Part B of schedule E (Non Medical Placement Tariff)</td>
<td>Up to 10%</td>
</tr>
<tr>
<td>Education Providers (Commissioned Education)</td>
<td>Access to CPD Funding, outlined in schedule L</td>
<td></td>
</tr>
<tr>
<td>Provision of Library services in adherence with LQAF standards</td>
<td>Parts B, C, D and E of Schedule E</td>
<td>10%</td>
</tr>
<tr>
<td>Demonstration of how funding has been utilised within the placement organisation</td>
<td>Demonstration associated with relevant parts of Schedule E</td>
<td>10%</td>
</tr>
<tr>
<td>Provision of annual workforce plans and annual commissioning plans (Schedule D)</td>
<td>No direct financial impact, however placement of future commissions (outlined in Schedule I) may be impacted</td>
<td>0%</td>
</tr>
<tr>
<td>Engagement and compliance with band 1 to 4 agenda (Schedule I, sections 6 and 7)</td>
<td>No direct financial impact, however support for new apprenticeships and assistant practitioners may be withheld</td>
<td>0%</td>
</tr>
</tbody>
</table>

2.2 Impact events outlined in table 1 are not exhaustive and may be reviewed during the term of this agreement;

3.0 Communication of Penalties

3.1 Penalties must be confirmed by the authority in writing to the placement provider;

3.2 Where no resolution is met, resolution should be achieved as outlined in section 21.3 and 21.4 of this agreement.
PARTICIPATION OF PROVIDER IN THE WORKFORCE PLANNING PROCESS
MANAGED BY THE AUTHORITY

1.0 Responsibility of Placement Provider in relation to the workforce planning process managed by the Authority

1.1 The placement provider will support workforce planning processes to inform education commissioning by participating in the annual workforce planning cycle managed by the Authority in a timely fashion.

1.2 In doing this, the placement provider shall maintain robust and up-to-date workforce information systems that will support workforce planning processes. The placement provider will also have processes in place to assure the quality of the data that will support the workforce planning process and that its information management systems adhere to best practice and information governance requirements.

1.3 This includes, but is not limited to, current staff-in-post numbers, professional assignments, turnover rates, sickness rates, origin of recruitment and destination of leavers.

1.4 The placement provider shall ensure that its workforce planning process will produce a workforce plan for the organisation that is aligned with its service, quality and finance planning. The placement provider shall use the latest national guidance on safer staffing levels to ensure that patient needs are fully reflected in workforce plans.

1.5 The placement provider will give the Authority access to workforce plans submitted to other planning partners (e.g. TDA and Monitor) and commissioners.

1.6 The placement provider will participate in local confirmation and challenge sessions led by the Authority and provide support in addressing areas of perceived risk.

2.0 Responsibility of the Authority in relation to the workforce planning process

2.1 The Authority will design and manage the workforce planning process that will apply to providers of NHS funded care. The purpose of the workforce planning process is to produce a plan for investment in education and training of local workforce.

2.2 The Authority will engage with providers and commissioners to ensure that education plans are rooted in both commissioners and providers forecasts of future need.

2.3 The Authority will provide guidance, professional advice and support (including analytical) to enable the placement provider to fully engage in the workforce planning process.
2.4 The Authority, working with planning partners and commissioners, will seek greater alignment of system plans through sharing of workforce intelligence, including workforce and education plans. Provider's workforce plans and education commissioning plans submitted to the Authority will be made available to partners and commissioners in order to improve the quality of system planning and the quality of patient care.

2.5 The Authority shall be responsible for sharing aggregated providers' plans with all stakeholders.
RECRUITMENT AND RETENTION POLICY

POLICY REFERENCE NUMBER: HR57
VERSION NUMBER: 1
REPLACES SEPT DOCUMENT Recruitment and Retention Policy HR56
REPLACES NEP DOCUMENT Recruitment Policy
KEY CHANGES FROM PREVIOUS VERSION Not applicable
AUTHOR: Resourcing Manager
CONSULTATION GROUPS: Human Resources, Safeguarding Leads, JSC, JLNC, Medical Staffing, Policy Sub Group
IMPLEMENTATION DATE April 2017
AMENDMENT DATE(S) March 2018; May 18 (GDPR)
LAST REVIEW DATE March 2018
NEXT REVIEW DATE April 2020
APPROVAL BY Workforce Transformation Group 11th April 2018
RATIFIED BY Finance and Performance Committee Chairs Action, 8th May 2018
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POLICY SUMMARY
The recruitment and retention policy sets out the framework for the Trusts approach to the recruitment and retention of its workforce, ensuring the process is fair and consistent across the organisation.
It confirms the processes and tools in place to enable the recruitment and retention of the right staff in the right job to support quality driven patient services.
The policy should be read in conjunction with the Recruitment and Retention Procedure.

The Trust monitors the implementation of and compliance with this policy in the following ways:
This policy will be subject to review as per the agreed review schedule of Trust HR policies and as agreed by the Trust’s Partnership Committee.
Compliance with this policy will be against the Trust’s agreed minimum requirements/standards as detailed within its Auditable Standards and Monitoring Arrangements, as well as the use of internal reporting and recording within the Workforce Directorate.

<table>
<thead>
<tr>
<th>Services</th>
<th>Applicable</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trustwide</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

The Director responsible for monitoring and reviewing this policy is Executive Director of Corporate Governance and Strategy.
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6.0 POLICY REFERENCES/ASSOCIATED DOCUMENTATION

7.0 REFERENCE TO OTHER TRUST POLICY AND PROCEDURES
ESSEX PARTNERSHIP UNIVERSITY NHS FOUNDATION TRUST

RECRUITMENT AND RETENTION POLICY

Assurance Statement
This policy sets out the Trusts approach towards the recruitment and retention of its staff, ensuring the process is fair and consistent across the organisation. The aim of this policy is that no existing or potential employee receives less favourable treatment or is disadvantaged or discriminated against by conditions or requirements which cannot be shown to be justifiable.

It also aims to have in place the processes and tools to support the organisation in employing the right staff in the right job and retaining our workforce to support quality driven patient services.

1.0 INTRODUCTION

1.1 Essex Partnership NHS Foundation Trust recognises the importance of effective recruitment practices and has robust and transparent recruitment and selection procedures in place to ensure best practice is adhered to at all times.

1.2 This policy applies to all Trust employees, as well as those individuals who perform work on behalf of the Trust, in particular, managers with responsibility for recruiting and appointing staff.

1.3 The policy aims to bring together all related recruitment and retention related policies and procedures to enable recruiting managers to attract, recruit and retain staff with the relevant skills and qualities that contributes towards an effective health care service.

1.4 Our approach to recruitment is values based and is also linked to the Trust’s competency framework to ensure consistency for the organisation in attraction and retention, it is not solely dependent on technical ability knowledge and experience, and this is reflected in our selection and assessment processes where equal weighting applies. Applicants must also be able to demonstrate the Trust’s corporate values and behaviours. These values are in being:

- Open
- Compassionate
- Empowering

In demonstrating these behaviours and values, supporting the achievement of its strategic priorities to:

- Continuously improve patient safety, experience and outcomes, and reduce clinical variations
- Attract, develop and enable high performing individuals and teams
- Enable service improvement plans with system partners
- Achieve top 25% performance for operational, financial and productivity measures
1.5 Essex Partnership NHS Foundation Trust follows the NHS Employment Checks Standards in relation to pre-employment checks that are carried out which support safer recruitment practices.

1.6 To assist employees who have responsibility for the recruitment of staff, the Trust has an E-Learning module and provides face to face training as part of the Management Development Program for recruitment and retention. It is mandatory that any staff with such responsibility complete the online module.

1.7 This policy and associated procedure incorporates the Trust’s principles in complying with the DBS Code of Practice to deliver a suitable workforce for the Organisation’s clients.

1.8 The Organisation when using the DBS is obliged to comply with the Guidance notes for the Barring Decision Making Process and the DBS Code of Practice. Organisation signatories and those who countersign documentation must also comply.

1.9 The DBS Code of practice requires the following:
1.9.1 Treat all applicants fairly and without discrimination.
1.9.2 Ensure that all applicants for eligible positions are notified in advance that criminal record information will be obtained.
1.9.3 DBS check information must be used, retained and disposed of in the strictest confidence. The procedures of the General Data Protection Regulation (2016) are to be followed.
1.9.4 Ensure that DBS information is only supplied for the purpose of a recruitment decision or continued employment with the organization.
1.9.5 That anyone receiving DBS information must uphold the DBS Code of Practice in all aspects of the recruitment cycle.

1.10 The lead signatory for the Organisation is a Senior HR Representative. Counter signatories are employees of the Human Resources team who are responsible for the verification of the identity of applicants and the processing of DBS applications.

1.11 Further guidance and information is available from the HR Team on all aspects of the associated procedure.

2.0 DUTIES

2.1 The Trust Board

The Trust Board is responsible for complying with this policy and Trust recruitment procedures and ensuring that this policy is understood and complied with within their spheres of responsibility and take corrective action where identified as necessary.
2.2 Managers

Managers are responsible for ensuring that they are aware of and understand the Trusts Recruitment and Retention policy and procedure, and have received the appropriate training to ensure they are able to fully comply with it.

Managers must comply with the policy and procedure and fill vacancies within an acceptable timescale and as cost effective as possible, whilst having the responsibility for managing their budgets and complying with agreed establishment control measures. They must appoint candidates that meet the requirements of the job and who equally demonstrate the values and behaviours of the Trust.

Managers should understand and apply the principles of the Trusts Equality and Diversity policy and the Equality Act, and assess applications fairly based on those principles, whilst promoting a professional and positive image of the Trust as an employer of choice.

2.3 Human Resources (HR)

Human Resources are responsible for administering the recruitment process on behalf of the Trust, including all pre-employment checks as supported by NHS Employment Check Standards. Advice and support should also be provided to managers to ensure compliance with the policy and procedure is met, including the provision of training and support.

HR should also take responsibility for advising managers on effective vacancy management and strategies aimed at improving the Trust vacancy rate and cost, whilst supporting the attraction of the ‘right’ calibre of applicant through the development of innovative recruitment strategies.

HR will also have the responsibility for the safe handling and secure storage of personal details as part of the recruitment process.

The HR Department is responsible for advising managers on the range of positions for which Standard and or Enhanced Checks are required.

2.4 Recognised Trade Union Representatives

Recognised Trade Union Representatives are responsible for being aware of the Recruitment and Retention policy and procedure and supporting and advising their members. They should offer and provide representation to their members as required.
2.5 **Job Applicants**

Job applicants are responsible for co-operating fully with the requirements of the Recruitment and Retention policy and procedure as it relates to their job application. They should ensure that all information provided as part of the recruitment and selection process is truthful and factually accurate.

Job applicants should also ensure that they comply with all pre and post-employment checks requests in a timely manner, whilst ensuring the Trust is made aware of any concerns regarding any aspects of the recruitment process to ensure these can be addressed in a timely manner.

Any adjustments that may need to be made as part of the recruitment process to accommodate a disability should be identified by the job applicant and communicated to the HR team.

### 3.0 DEFINITIONS

For the purposes of applying the provisions contained in this document a glossary of terms that are used within the policy are as follows:

<table>
<thead>
<tr>
<th><strong>Continuous Service</strong></th>
<th>Continuous Service refers to working continuously for the NHS without a break, or with short breaks that don’t interrupt continuity of employment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Reckonable Service</strong></td>
<td>Reckonable Service is the service that is used to calculate an individual’s entitlement in respect of salary, annual leave, sickness, maternity and redundancy payments.</td>
</tr>
<tr>
<td><strong>Probation</strong></td>
<td>Probation is the process of testing or observing the character or abilities of a person who is new to a role or job.</td>
</tr>
<tr>
<td><strong>Fit and Proper Person Test</strong></td>
<td>The ‘Fit and Proper Persons’ test is concerned with ensuring that the Trust is not managed or controlled by individuals who present a risk to the Trust</td>
</tr>
<tr>
<td><strong>European Job Mobility Portal</strong></td>
<td>A website service to help job seekers find listings of jobs in EU countries. All job vacancies that the Trust has must be advertised on this website service before any individual can be sponsored to work for the Trust outside the UK/EU.</td>
</tr>
<tr>
<td><strong>Secondment</strong></td>
<td>The temporary transfer of an employee to another position or employment inside or outside of the Trust.</td>
</tr>
<tr>
<td><strong>‘Acting Up’</strong></td>
<td>The temporary transfer of an employee to a higher role for a short period of time.</td>
</tr>
<tr>
<td><strong>BME</strong></td>
<td>This abbreviation stands for the Black and Minority Ethnic staffing group.</td>
</tr>
</tbody>
</table>
4.0 PRINCIPLES

4.1 The Recruitment and Retention Procedure will be used in order to guide managers in the process and tools they should use to recruit and retain the right staff for the right job.

4.2 The Trust will adhere to the appropriate legislation and other frameworks such as Agenda for Change and the Employment Check Standards when reviewing and implementing this Procedure.

4.3 The Trust seeks to promote fair, reasonable and consistent recruitment practices across the organisation and ensure there is equality of opportunity for existing and prospective staff.

4.4 Trust recruitment practices will be robust and consistent with safe employment practices as per mandated checks.

4.5 Celebrities appointed by the Trust will be subject to all the recruitment checks outlined in this policy.

4.6 Executive Directors and Directors appointed by the Trust will be subject to all the pre-employment checks outlined in the procedure and those included in the Fit and Proper Persons Test.

4.7 Any staff recommending the appointment of an applicant with whom they have a close relationship with should withdraw from the recruitment process to ensure impartiality and independent decision making of the panel.

5.0 MONITORING OF IMPLEMENTATION AND COMPLIANCE

5.1 The Policy and Procedure has been developed in line with NHS Employers Employment Check Standards and current employment legislation.

5.2 All recruitment activity is monitored via reporting to Human Resources Management Team meeting, Corporate Governance Senior Management Meeting and Operational Services management meetings. Additionally internal and external audits are conducted as and when required.
6.0 POLICY REFERENCES / ASSOCIATED DOCUMENTATION

- Employment Rights Act, 1996
- Health and Social Care Act, 2008
- NHS Employment Check Standards
- Protection of Freedoms Act, 2012
- Police Act, 1997
- DBS Code of Practice, 2015
- Immigration, Asylum and Nationality Act, 2006
- Equality Act, 2010
- General Data Protection Regulation (2016)
- NHS Code of Practice on Records Management 2009

7.0 REFERENCE TO OTHER TRUST POLICIES/PROCEDURES

The following Trust policies and procedures should be linked and used as necessary and can be found on the Trust’s InPut:

- Equality, Diversity and Human Rights at Work Policy and Procedure
- Deployment of Temporary Workers
- Procedure in Recruitment and Retention
- Induction policy
- Organisational Change
- Professional Registration Policy
- Sickness Absence
- Training and Study Leave
- Supervision and Appraisal
- Record Management Policy
- Student Placements/Work Placement
- Grievance Policy
- Conduct and Capability Procedure
- Workforce Wellbeing and Stress Management
- Responding to External Visits

END
Dear

Re: XXX

Please find enclosed a copy of your Contract of Employment with your confirmed start date of ***

This is still subject to completion and obtaining your NMC registration.

Please note that following your pre-placement screening if you work in a clinical role and require blood tests or immunisations then you will be emailed an appointment letter from our occupational health provider; Optima Health. This will come from the following email address: optima@hostedcohort.co.uk please look out for this email (please check your SPAM folder). You must be in post when you attend this appointment and therefore if the appointment is made before your start date please contact Optima Health on 0345 643 4368 to change your appointment time. It is vital that you attend to ensure you are protected and the trust will be informed of any appointments that were not attended.

Please note that your salary could be higher due to government annual pay rise in line with Agenda for Change. (DELETE IF NOT STARTING AFTER 1st APRIL 2018)

Congratulations on your new appointment.

Yours sincerely,

HR Officer - Resourcing
Cc.
ESSEX PARTNERSHIP UNIVERSITY NHS FOUNDATION TRUST

WRITTEN STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT
(Qualified/ Unqualified Substantive Employee)

In accordance with the Employment Rights Act 1996, the following comprise the written particulars applicable to your employment with Essex Partnership University Nhs Foundation Trust (“the Trust”).

This document, together with your terms and conditions of employment, which are as set out below, and your offer letter, form your Contract of Employment with the Trust. Save where specific reference is made herein to the NHS Terms and Conditions of Service Handbook, no other term or condition of the NHS Terms and Conditions of Service Handbook will be included in the terms of your employment. The Trust reserves the right to amend or vary the terms and conditions of this agreement.

This appointment is subject to compliance with the Standing Orders and Financial Instructions, rules, policies and procedures of the Trust including those governing safe working practices together with the rules of the appropriate professional body insofar as these affect qualification of employment. Should there be any conflict between the provisions of this agreement and those in any Trust policy or staff handbook the provisions in this agreement will prevail. Copies of documents can be obtained from your manager and/or from the Trust’s intranet.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
</tr>
<tr>
<td>POST TITLE:</td>
</tr>
<tr>
<td>START DATE:</td>
</tr>
<tr>
<td>DATE OF CONTINUOUS SERVICE WITH THE TRUST:</td>
</tr>
</tbody>
</table>

** This is a fixed term/temporary contract [start date] to [end date] for the reason of [insert]. As such your contract of employment will automatically terminate on this date without the need to give further notice.

Notwithstanding that this contract is for a fixed term, the Trust reserves the right at its entire discretion to terminate your employment at any time prior to the expiry of the fixed term defined above by giving you not less than [one week’s/two weeks’/one month’s] notice in writing. This could occur for operational reasons, or for any other reason that the organisation deems appropriate.

TERMS AND CONDITIONS OF EMPLOYMENT

1. PLACE OF EMPLOYMENT (delete as appropriate)

  Community based – your appointment will be to the XXXXX Service, nominally based at XXXXX but you may be required to work across services within the geographical area in which the Trust operates. Such a requirement will be exercised reasonably by the Trust having regard for all the circumstances and after consultation with you. Whilst this occurs the Trust may make short term, temporary changes with your work base location to anywhere within reasonable traveling distance.

  Inpatient based – your appointment will be working within inpatient services, nominally based at XXXXX Ward/team but you may be required to work across inpatient services
within the geographical area in which the Trust operates. Such a requirement will be exercised reasonably by the Trust having regard for all the circumstances and after reasonable consultation with you, patient safety will take precedent of all other circumstances. Whilst this occurs the Trust may make short term, temporary changes with your work base location to anywhere within reasonable traveling distance.

Corporate based: Your base will be «Base» but you may be required to work anywhere within the geographical area in which the Trust provides services from time to time as determined by the duties of your post. Such a requirement will be exercised reasonably by the Trust having regard for all the circumstances and after consultation with you. Whilst this occurs the Trust may make short term, temporary changes with your work base location to anywhere within reasonable traveling distance.

2. DUTIES AND OBJECTIVES

Your primary responsibilities and duties are as described in the job description for this post. The Trust may however seek to vary your primary duties and responsibilities to incorporate other appropriate duties that it considers commensurate with the level and responsibility of your pay band.

3. REMUNERATION AND COLLECTIVE AGREEMENTS

Collective agreements are made between the Trust and its recognised Trades Unions. These agreements can directly affect your terms and conditions if service and can be seen on request from your manager or Human Resources.

a. Basic Pay

Your appointment is on Pay Band X. Your commencing salary will be £X per annum pro rata as at 1st April 2016.

Your salary is subject to annual increments to a maximum of £X per annum. Increments are not an automatic right. Progression through all pay points will be conditional upon individuals demonstrating that they have the pre-requisite knowledge and skills/competencies for their role.

For the purposes of progression on your current pay band, your incremental date will be XX

You will be paid monthly in arrears at the rate 1/12th of the annual amount. Payment will be made on the 27th of each month by credit transfer to a bank or building society account. Claims for mileage and allowances will be paid by credit transfer to the same nominated account.

(Paragraph below for posts that are 8c, 8d and 9) (Delete as appropriate)

Pay progression beyond the first four pay points in pay bands 8C, 8D and 9 is dependent upon the achievement of locally determined levels of performance. Staff will progress through the last two pay points in these bands only when they are assessed as having met the required level of performance.

b. On-Call
You may be required to participate in an on-call rota. Any on-call commitment is remunerated by a percentage of basic pay and payment will also be made for any work performed as a result of being called out. This allowance is pensionable. Details of this payment are contained in the Trust’s on call Policy documents in force from time to time.

c. Unsocial Hours

In addition to your basic pay your post may require you to be available to work during unsocial hours for which you will be paid. This allowance is pensionable. Details of this payment are as contained within the national terms and conditions of service handbook in force and as amended from time to time.

d. Additional Payments

Your post may attract additional payments, if applicable these are as given below.

High Cost Area Payment Minimum of £971 and a Maximum of £1,682 per annum

e. Deductions

The Trust reserves the right to deduct from your pay any sums that you owe the Trust including any overpayments or loans made to you by the Trust. However, repayment terms set by the Trust should be reasonable and aim to minimise hardship. Normally the rate of recovery requested should not exceed the rate of overpayment.

If residential accommodation is provided by the Trust it will be subject to the acceptance and continued compliance with the rules and regulations in force. A deduction will be made from your salary as determined by the Trust.

4. HOURS OF WORK

Your normal working hours will be **HoursWork** hours per week exclusive of meal breaks. Staff are required to work flexibly on a variety of shifts, including weekends, throughout the 24-hour period if appropriate to the post. Your daily hours will be by arrangement with your manager.

The Working Time Regulations require that you should not work more than 48 hours per week averaged over a 17 week period. This includes where you are undertaking work in more than one organisation.

You are not required to work more than 48 hours in any week measured over the applicable reference period for the purposes of the Working Time regulations 1998 and indeed the Trust instructs that you do not do so. If you consider that you do work more than 48 hours per week spread over the 17 week reference period you are required to notify your manager of this immediately and you will be required to sign an opt-out form. If you have chosen to opt out of that limit, you may work no more than 56 hours per week.

With due regard to the Working Time Regulations, managers however are expected to work flexibly and such hours as are necessary for the full performance of their duties including such cover as shall be necessary to sustain the management of the Trust in the absence of colleagues.

Staff wishing to work in excess of the standard 37½ hours will need to have the express agreement of management, and have due regard to the Working Time Regulations.
5. PROBATIONARY PERIOD

The first 6 months of your employment with the Trust shall be a probationary period and your employment may be terminated during this period at any time on one week's prior notice. The Trust may at its discretion extend this probationary period for up to a further 3 months.

During this probationary period your performance and suitability for continued employment will be monitored in accordance with the Trust's Policy and Procedure on Probation Periods.

6. ANNUAL LEAVE

Your annual leave year runs from 1st April to 31st March and leave may be taken at such times as your manager may reasonably approve. In addition to annual leave you are entitled to a maximum of 8 general public holidays approval for which should be obtained from the appropriate manager.

Annual leave entitlements are based upon the following lengths of reckonable service. In a full leave year these are:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Annual Leave and General Public Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>On appointment</td>
<td>27 days + 8 days</td>
</tr>
<tr>
<td>After 5 years’ service</td>
<td>29 days + 8 days</td>
</tr>
<tr>
<td>After 10 years’ service</td>
<td>33 days + 8 days</td>
</tr>
</tbody>
</table>

Annual leave for part time staff is calculated on a pro rata basis in hours as is leave for full time staff whose normal patterns of working do not follow a standard 5 day cycle.

If you work part time your annual leave and entitlement to bank holidays will be calculated on a pro rata basis. Where a bank holiday falls on a day that you would normally be working this will count as one of these days.

You may be required to work on any of the 8 general public holidays. Notwithstanding, but in such event, you will be entitled to take another day’s holiday in lieu thereof approval for which should be obtained from the appropriate manager.

Annual leave is calculated on an accrued basis during the leave year. If at the termination of your employment you have outstanding holiday entitlement, you will normally be required to take that leave during the period of notice given to you. If on your last day you have outstanding leave and management is satisfied that you have been unable to take it, you will be paid accrued pay in respect of those days.

7. CONTINUITY OF EMPLOYMENT

a. Continuous Service

Your period of continuous service for statutory employment rights begins from the date of commencement of your employment with this Trust. For the purposes of the Employment Rights Act 1996, employment with the Trust is regarded as continuous from «DateContSer».

b. Previous Service

Benefits that are applicable to your employment with the Trust are dependent upon the length of continuous previous service as an employee in the NHS, albeit not treated as
continuous under the Employment Rights Act 1996.

Your continuous previous service with a recognised NHS employer counts as reckonable service as defined in Section 12 of the NHS Terms and Conditions of Service Handbook and will count towards entitlements to certain conditions of service benefits such as redundancy, maternity, sick pay and annual leave.

Certain non-NHS employment may also be recognised, where agreed to be relevant. Details can be seen as set out in the Trust’s Recruitment and Retention Policy and Procedure.

8. NOTICE REQUIREMENTS

a. Notice

The minimum period of contractual notice is identified below. You are required to give the Trust the notice of your intention to terminate your employment. This must be in writing to your immediate manager:

<table>
<thead>
<tr>
<th>Pay Band</th>
<th>Minimum Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4</td>
<td>One calendar month</td>
</tr>
<tr>
<td>5 – 7</td>
<td>Two calendar months*</td>
</tr>
<tr>
<td>8+</td>
<td>Three calendar months</td>
</tr>
</tbody>
</table>

* a minimum of one calendar month must be worked, the remaining 4 weeks may be varied at the discretion of the line manager

The minimum period of statutory notice to which you are entitled by law is:

<table>
<thead>
<tr>
<th>Period of Continuous Service with the Trust</th>
<th>Minimum Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 month or more but less than 2 years</td>
<td>1 week</td>
</tr>
<tr>
<td>2 years or more but less than 12 years</td>
<td>1 week for each year of continuous service</td>
</tr>
<tr>
<td>12 years or more</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

In the event of the Trust terminating your employment you will receive whichever notice period is more beneficial.

There is no entitlement to notice or payment in lieu of notice in the event of summary dismissal. Should you leave without giving proper notice and without the agreement of your manager, the Trust reserves the right not to pay you for each day not worked during the notice period. This does not prevent either party waiving the right to notice or from accepting payment in lieu of notice.

b. Payment in lieu of notice

The Trust may choose in its absolute discretion to make a payment in lieu of any unexpired period of notice of termination given by either party.

Any such payment shall be limited to your basic salary at the rate payable at the date notice is given and shall not include any payment in respect of pension or benefits in kind (of whatever nature), less any appropriate tax and other statutory deductions.

You shall not in any circumstances, have any right to payment in lieu unless the Trust has exercised its discretion to make such payment. Should the Trust exercise its discretion to
terminate in this way, all of your post termination obligations contained in this agreement and in particular the confidentiality provisions in clause 24 shall remain in full force.

c. Garden leave

The Trust may require you to remain away from work and/or not to undertake work and/or duties on its behalf for such period or periods as it may determine from time to time. This is subject to you continuing to be entitled to receive full salary and contractual benefits during any such period(s).

Restrictive Covenants on Leaving Trust Employment
(*Only for inclusion in exceptional circumstances and where advised)

You undertake not to compete for business directly or indirectly, whether as business Director, shareholder, Employee. Consultant, proprietor or agent or in any other capacity with that part of the Trust’s Business with which you were involved as an employee in the (06) months prior to the termination of your employment for a period of (06) months after termination

9. SICK LEAVE AND PAY

The provisions of Section 14 of the of the NHS Terms and Conditions of Service Handbook on sickness leave and the Trust’s policy “Sickness Absence Policy” as amended from time-to-time, apply to this post. Your entitlement to the following is therefore subject to these conditions.

<table>
<thead>
<tr>
<th>Length of continuous reckonable service</th>
<th>Full pay entitlement</th>
<th>Half pay entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year of service</td>
<td>1 month</td>
<td>2 months</td>
</tr>
<tr>
<td>2nd year of service</td>
<td>2 months</td>
<td>2 months</td>
</tr>
<tr>
<td>3rd year of service</td>
<td>4 months</td>
<td>4 months</td>
</tr>
<tr>
<td>4th and 5th year of service</td>
<td>5 months</td>
<td>5 months</td>
</tr>
<tr>
<td>After 5 years’ service</td>
<td>6 months</td>
<td>6 months</td>
</tr>
</tbody>
</table>

Sick pay will be subject to the conditions agreed within the NHS National Terms and Conditions of Employment Handbook and will be paid at basic salary level inclusive of any high cost area supplement if applicable.

In the event that period or periods of sickness exceeds your entitlement to statutory sick pay you will be advised regarding entitlement to transfer to state sickness benefit, invalidity benefit and incapacity benefit.

Any such benefits received should be reported in detail to payroll services without delay by means of the form which will normally accompany payment.

These arrangements are intended to supplement statutory sick pay and full pay is inclusive of any applicable statutory benefits.

10. HEALTH AND SAFETY

You are reminded that in accordance with the Health and Safety at Work Act 1974 you have a duty to take reasonable care to avoid injury to yourself and to others by your work activities and that you must cooperate with the Trust and others in meeting statutory requirements.
The Trust Health and Safety policy identifies the responsibilities of Directors, Managers, Supervisors and individuals for health and safety issues in the Trust and you are required to familiarise yourself with your responsibilities under this policy.

If you are involved in any accident however trivial when on duty, it must be reported to your supervisor or line manager without delay and you must complete an accident report form in accordance with the Trust’s policy on accident reporting.

If your absence results from an accident outside of work, you will not be entitled to sickness payments if damages are recovered from a third party. You must notify your immediate manager of any such accident. Furthermore sick pay is not normally payable for an absence caused by an accident due to active participation in sport as a profession or where contributable negligence is proved.

11. MEDICAL EXAMINATION/CHECK UPS

The Trust may require you at any time to submit to a medical examination by a Medical or Occupational Health Practitioner nominated by the Trust. The Trust has a right to see this medical report and by entering into this contract you are providing them with the authority to examine the same.

Such an examination will be arranged through the Trust’s Occupational Health Department and any expenses incurred in connection with such an examination shall be met by the Trust.

12. RETIREMENT

A new NHS Pension Scheme was introduced on 1 April 2015 which covers all transitioning and new NHS employees. Some members are entitled to remain in the 1995 or 2008 Sections until retirement through the Scheme’s Protection arrangement.

If you are a new member to the NHS Pension Scheme you will be able to draw your NHS pension at the same as your State Pension Age (SPA) or age 65 if that is later.

If you are an existing member of the NHS Pension Scheme you are able to draw your NHS pension at age 60 where you are a member of the 1995 scheme unless you belong to a designated special class and your conditions of service enable you to retire earlier, should you so wish.

If you are an existing member of the 2008 NHS Pension Scheme your normal retirement age will be age 65.

There are a number of flexibilities under the NHS Pension Scheme for people aged 50 or over. Available options will depend on individual circumstances and service need. Any requests for flexible retirement will be considered on an individual basis.

It takes a minimum of 3 months to action the administrative arrangements necessary to have a pension in place. Proposed timescales will need to take account of this.

13. NHS PENSION SCHEME

You will be automatically entered into the NHS Pension Scheme (NHSPS) on commencing employment if you meet the eligibility criteria. Once enrolled into the NHSPS however you do have the option to opt-out.
You will need to state your intention to opt-out, this must be done by visiting
www.pensions.nhsbsa.nhs.uk/pensions and completing and returning the relevant opt out
form via the Trust’s Payroll Provider.

Should you choose to opt-out, the Trust is required by law to re-enrol you on the next
staging date, (unless you opted out within the preceding 12 months). You will have the
same option to opt-out at each re-enrolment point should you wish to do so.

The NHSPS is a final salary scheme. This contribution rate may vary as determined by
the Pension Scheme. For full details of the benefits of the NHSPS, please visit
www.pensions.nhsbsa.nhs.uk

Should you be ineligible to join the NHSPS (for example, because you are re-employed
NHS pensioner or a ‘closed direction’ employee) but meet the age and earnings threshold
to be an ‘eligible jobholder’, then alternative pension arrangements will be provided for
you by the Trust.

14. COLLECTIVE AGREEMENTS

Collective agreements are made between the Trust and its recognised Trades Unions.
These agreements can directly affect your terms and conditions of service and can be
seen on request from your manager or the Human Resources Department.

15. PROFESSIONAL REGISTRATION

Staff in certain professions, are required by law to maintain professional registration for
the duration of their employment. It is your personal responsibility and a condition of your
employment to maintain professional registration. You should ensure that you regularly
provide the Trust with proof of your re-registration as requested from time-to-time.

Should you fail to keep your registration up-to-date for any reason or should your
registration be rescinded or suspended you may render yourself in breach of your contract
and/or be subject to disciplinary action. Without prejudice to the above, should your
registration lapse for any reason, the Trust reserves the right at its absolute discretion to
ask you to perform an alternative role at the appropriate pay band for that role or to
suspend you without pay pending re-instatement of your registration.

You are required to inform your manager immediately if your professional body, or other
statutory body, either places any restrictions on your practice, calls your conduct into
question or voices any concern. Should you fail to do so you may render yourself in
breach of your contract and subject to disciplinary action.

In the event of the legitimacy of your registration being called in question, this may be
referred to the Local Counter Fraud Specialist for investigation and potentially could lead
to disciplinary action being taken.

16. RIGHT TO WORK

Under the Immigration, Asylum and Nationality Act 2006 the Trust is required to ensure that
its employees have the right to work in the UK. It is therefore Trust policy that you are able to
provide evidence of your right to work and/or that you have permission to do so. In accepting
the terms of this employment it is your understanding of this and that you have an on-going
responsibility to maintain your eligibility to work in the UK.

If for any reason your eligibility is called into question or subject to investigation then you
must alert your manager immediately. Failure to do so may otherwise result in action of a
disciplinary nature being taken. The Trust reserves the right to suspend you without pay at
any time should your eligibility to work lapse rendering you unable to fulfil the terms of this
contract. Should you lose the right to work in the UK your contract of employment will be terminated.

17. COMPLETION OF TRAINING

Where this contract is issued in respect of a training post it shall not be construed in any way so as to imply that your engagement under this contract extends beyond that period during which you remain eligible to either undergo or complete training in accordance with the rules and regulations of the appropriate professional body.

18. TRADES UNION/PROFESSIONAL ASSOCIATIONS

You have the right to belong to a Trades Union or appropriate Professional Association and to take part in its activities where it is appropriate to do so, and with the agreement of your immediate manager. A list of Trade Unions recognised by the Trust is contained in the Trust’s Trades Unions ‘Partnership’ Agreement.

19. PROPERTY

a. Trust

All Trust property of whatsoever kind, should be returned by leavers before the last day of employment. E.g. all equipment, documents, laptop computer, memory sticks, phone, photo identification and keys must be returned. You should not retain any copies of paperwork relating to the Trust with the exception of those which are your own personal property. It is a condition of your employment that you accept that the final salary payment will be withheld in total or in part until all property is returned to the Trust and all monies owed to the Trust repaid.

b. Personal

The Trust accepts no liability or responsibility for the loss or damage of your personal property and you are advised to arrange for it to be insured.

20. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The ownership of intellectual property generated in the course of your employment belongs to the Trust unless otherwise agreed in writing between yourself and the Trust. It is a condition of your employment not to exploit any intellectual property of the Trust without the specific approval of the Chief Executive.

21. RULE AGAINST ACCEPTANCE OF GIFTS, LEGACIES AND BEQUESTS

You will be expected to comply with the rules set out in the Trust’s Corporate governance framework a copy of which can be found on the Trust’s intranet.

Gifts offered by contractors, service users or others should not be accepted with the exception of low intrinsic value (such as diaries). If in doubt you should consult your line manager or politely refuse acceptance.

You may not accept any legacy or bequest from a person who has or may benefit from your services (or those who you supervise) or from any relative of theirs.

Failure to observe these rules is likely to amount to an act of misconduct, or potentially gross misconduct and potential breach of the Bribery Act 2010.
22. STANDARDS OF CONDUCT

All staff are required to comply with the duties set out in the NHS Constitution. The Trust expects its staff to maintain the highest standards of personal and business conduct at all times. In particular:

i. You will be required to comply with your duties and expectations as set out in “Staff Responsibilities” section, section 4b of the NHS Constitution.

ii. You are required to adhere at all times to your relevant Professional Code of Conduct.

iii. You will be required to maintain the highest standards of probity and integrity in all business matters in accordance with the ‘Standards of Business Conduct for NHS Staff’.

iv. You are required to adhere at all times to the ‘Code of Conduct for NHS Managers’ (2002) and must familiarise yourself with its principles.*

v. You must declare to the Trust Board via your line manager in writing any financial interest or relationship you have which may affect the Trust’s policies or decisions.

vi. You must declare any actual or potential conflict of interest arising from either your own or your spouse’s, partner’s or family’s activities where there may be a risk that they may tender for work or otherwise be a supplier or client.

vii. You may only accept modest hospitality from individuals or organisations supplying services or goods to the Trust (e.g. educational bodies; drugs companies) provided it is normal and reasonable in the circumstances e.g. lunches in the course of working visits. Any other hospitality provided should be declared in the Register of Hospitality.

23. ADDITIONAL EMPLOYMENT

The Trust must ensure that it takes all reasonable steps to protect the health and safety of its staff and its patients and to have safe systems of work in place which includes ensuring that you do not exceed reasonable working hours regardless of whether or not the Trust compensates you for those hours. It is the Trust’s duty generally to monitor your working hours including hours that you work for another person or employer other than the Trust.

i. You must notify and obtain written consent from your immediate manager prior to or when undertaking any secondary employment external to the Trust.

ii. You must complete and return the enclosed ‘Declaration of Contract of Employment’ form in doing so identify the details of that other work.

You are not required to work more than 48 hours in any week measured over the applicable reference period for the purposes of the Working Time Regulations 1998 and indeed the Trust would instruct you not to do. If you consider that you do work more than 48 hours per week over the reference period you are required to notify your manager immediately. You will then be asked to consider entering into a binding agreement consenting to these hours.

The Trust does not prohibit employees from taking secondary employment and will not unreasonably withhold permission for an employee to work in a second job provided that the second job does not interfere, and is not likely to interfere, with the performance of the employee’s job with this organisation.

You should be aware that instances of poor performance and/or misconduct involving public and/or patient safety will be communicated to any other healthcare organisation in which you work.
If the Trust is made aware of poor performance arising from the undertaking of any additional work which has not been declared, this may be referred to the Local Counter Fraud Specialist for investigation and potentially could lead to disciplinary action being taken.

24. DRIVING LICENCE/ VEHICLE INSURANCE

If the nature of your work requires you to drive or use a vehicle, you or your driver must hold and maintain a full, valid driving licence enabling you/them to drive in this country. If you use your own vehicle for Trust business which may include the transport of patients or clients you must be insured for business use. The transport of patients or clients will require your manager’s prior approval. Further details are available in the Trust’s Road Safety Policy, including Use of Vehicles.

25. DISCLOSURE OF CRIMINAL CONVICTIONS

a. ON APPOINTMENT

This post may be exempt from the provisions of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions Order). You will have been informed of this as part of your appointment process. If it is deemed as exempt and you have withheld any information about convictions which for other purposes are ‘spent’ under the provisions of the Act you may be liable to disciplinary action by the Trust which may include dismissal.

b. DURING EMPLOYMENT

Should you be convicted, cautioned, bound over or reprimanded for any offence during your employment with the Trust whether related to your employment or not you are required to immediately notify your Manager in writing of the exact and full circumstances immediately.

The effect of your conviction or caution etc. will be considered with regard to the particular post you occupy and the nature and severity of the offence and penalty. In addition you are required to notify your Manager in writing if you become subject to any criminal charges or investigation, during the course of your employment. The Trust reserves the right to take disciplinary action in relation to the above which may result in dismissal. Action taken by the Trust will be in accordance with the Trust’s Disciplinary Policy and Procedure.

If your post is one that requires a criminal records disclosure at whatever level from the Disclosure and Barring Service, the Trust retains the right to either undertake or request that a further disclosure is provided by you at any time or at least on a 3 yearly basis.

In accepting these terms and conditions it is with the understanding and consent that the Trust may at any time it deems necessary, undertake an updated status check with the Disclosure and Barring Service and/or require that you provide evidence of a new and valid criminal disclosure certificate.

26. RESIDENCE

Any residential accommodation provided by the Trust is done by way of employment related licence and will be subject to the acceptance and continued compliance of the rules and regulations in force. A deduction will be made from salary in accordance with nationally agreed terms and conditions or as determined by the Trust.
27. UNIFORM, PERSONAL PROTECTIVE CLOTHING/ EQUIPMENT

Where personal protective clothing/equipment is provided to comply with Health and Safety legislation it must be used in accordance with any instructions and / or training given. You must report any loss or obvious defect that occurs and then should keep the equipment as instructed and return it when required.

Management have the discretion to change the style of uniforms and protective clothing as appropriate. All articles of clothing by way of uniform or protective clothing remain the property of the Trust and must be worn at all appropriate times. Where a uniform is not specified, the Trust’s Dress Code policy must be observed.

28. INTERNET, INTRANET AND E-MAIL

Within the framework of current legislation it is unlawful for an employer/employee to use the Internet, Intranet or e-mail for the transmission of material and/or views which could be deemed offensive or inappropriate. The Trust reserves the right to monitor the use by employees of all electronic media and Trust issued telephones.

You are advised that circulation, via electronic media or downloading of information deemed to be inappropriate or offensive would be viewed as serious or gross misconduct and may result in disciplinary action, not excluding dismissal, being taken.

Excessive use of the internet, intranet and / or email when not deemed part of normal business activities may result in disciplinary action if usage is above and beyond acceptable levels. Further details are available in the Trust’s policy, IT Security.

29. DATA PROTECTION

The Employee confirms [he][she] has read and understood the Trust’s Employee/Worker Privacy Notice, a copy of which is available on the intranet. The Employee notes and accepts that the Trust may change its Privacy Notice at any time and will notify employees in writing of any changes.

The Employee shall comply with the Trust’s policies on data protection and information security when handling personal data in the course of their employment, including personal data relating to any employee, patient, supplier or agent of the Trust.

The Employee shall notify the Trust’s Data Protection Officer and complete a Datix form as soon as they become aware of a personal data breach by the Trust, including where s/he is responsible or potentially responsible for it. The Employee will provide such information as the [Data Protection Officer and Datix system requires in relation to any such personal data breach.

Failure to comply with the Trust's policies on data protection and information security, including a failure to report a personal data breach, may be considered an act of misconduct by the Trust and lead to action under the Trust's disciplinary procedure, including but not limited to summary dismissal.
For the purposes of this clause “personal data breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data being processed by the Trust.

30. CONFIDENTIALITY AND FREEDOM OF SPEECH

It is a condition of your employment that you shall not, either during or after the termination of your employment with the Trust, use or divulge or communicate to any person other than with the prior written authority of the Trust Board any of the trade secrets or other confidential information of or relating to the Trust.

This restriction shall continue to apply after the termination of employment howsoever arising without limit in point of time for so long as the trade secrets or other confidential information remain confidential to the Trust. Confidential information shall include the following:

i. Information concerning any patient receiving treatment within the Trust (including the name of the patient and his/her medical condition).
ii. Information concerning any employees of the Trust
iii. Information concerning the activities current or proposed by the Trust.

All professional staff are required to protect all confidential information concerning patients /clients in accordance with their relevant Professional Codes of Conduct/Standards of Practice save in circumstances in which disclosure must be made in order to meet a legal obligation.

Any breach of such confidentiality may amount to gross misconduct for which the Trust may dismiss without notice and may, in certain circumstances result in both criminal and civil proceedings.

However, should you be particularly concerned about an issue within the Trust, you should raise this with your immediate manager in the first instance. Freedom of speech is encouraged in accordance with NHS Public Policy and the Trust’s Whistleblowing Policy.

In particular, staff are encouraged to report any genuine concerns about unlawful acts at work including but not limited to financial malpractice, abuse of patients, dangers to the public or the environment and any other health and safety issues in accordance with the Whistleblowing policy.

All employees have a duty to make known any concerns they may have about the treatment of children or any other patients or service users in our care or the care of another organisation.

31. MEDIA RELATIONS

You are required to notify and liaise with the Trust’s corporate Communications team before dealing with the media in respect of any issues relating to the Trust.

32. RESEARCH GOVERNANCE

The Trust manages all research in accordance with the requirements of the Research Governance Framework for Health and Social Care. As an employee of the Trust you must comply with all reporting requirements, systems and duties of action put in place by the Trust to deliver research governance.
33. INTERNAL CONTROL

The Board of the Trust is accountable for internal control. As Accountable Officer, the Chief Executive Officer of the Board has responsibility for maintaining a sound system of internal control that supports the achievement of the organisation’s objectives, and for reviewing its effectiveness. As an employee of the Trust you are required to support the Chief Executive in his responsibility to the best of your ability.

34. EQUALITY AND DIVERSITY

The Trust is committed to managing diversity in employment. It recognises that discrimination and/or harassment is unacceptable and that it is in the best interest of the Trust and the population it serves to utilise the skills of the total workforce.

The Trust affirms that it is its aim to afford all employees equality of opportunity in the employment context, irrespective of age, gender, gender re-assignment, marital status, sexual orientation, disability, religion or belief, creed, colour, race, nationality, ethnic or national origin. Through the application of its employment related policies and procedures, the Trust will develop and practice positively the concept of equality of opportunity for all.

You are reminded that, whilst specific responsibilities fall upon Management, it is also the duty of all employees to accept personal responsibility in the observation and application of these policies. Failure to do so will be treated as misconduct.

35. DISMISSAL AND DISCIPLINARY PROCEDURE

The Trust will look to comply with the ACAS Code on disciplinary matters where it is considering taking disciplinary action and/or dismissing you.

The Trust’s disciplinary rules and procedures are set out in the document titled ‘Disciplinary Policy and Procedure’ to which you should refer. They do not form part of your terms and conditions of employment but are intended as a statement on the Trust’s current practice and may be changed from time to time.

If you are dissatisfied with any disciplinary decision relating to you (with the exception of a verbal warning) or any decision to dismiss, you should raise this in writing as set out within this procedure.

36. GRIEVANCE PROCEDURE

Your appointment is subject to the Trust’s Grievance procedure, a copy of which may be found on the Trust intranet. It does not form part of your terms and conditions of employment but is intended as a statement of the Trust’s current practice and may be changed from time to time. If you wish to raise a grievance related to your employment you should do so orally with your immediate manager in the first instance. Subsequent steps are set out in the grievance procedure.

This document supersedes and replaces any earlier particulars of Terms and Conditions of Employment issued to you in any form.

Signed:

Name (capitlals):
Designation: For Essex Partnership University NHS Foundation Trust

Date:

Acknowledgement

I have read, understood and accepted that the preceding provisions, including those contained in the documents referred to (as varied from time to time), form the basis of my contract of employment:

Signed: ____________________________________________

Name (capitals): _______________________________________

Date: ________________________________________________

When signed please return to: [Recruitment Team]

You are required to sign and return this contract of employment prior to commencement on the Trust’s Corporate Induction programme. Should you fail to sign and return this contract, you will nonetheless be deemed as bound by the terms and conditions stated within it.

ADDENDUM - Declaration of Employment

Under the terms of this contract of employment you are required to complete and return the enclosed 'Declaration of Employment'. Should you not do so it will be assumed that you have no other job to declare.

Failure to declare details of additional employment which later comes to light, will be investigated and may result in action of a disciplinary action being taken.
# DECLARATION OF CONTRACT OF EMPLOYMENT

Please ensure you declare any other organisations you are in contract or employment with.

<table>
<thead>
<tr>
<th>Your Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full name:</td>
</tr>
<tr>
<td>Trust Post and Base:</td>
</tr>
<tr>
<td>Registration number: (where appropriate)</td>
</tr>
<tr>
<td>Are you a member of NETSS the Trust's internal bank?</td>
</tr>
</tbody>
</table>

**Details of outside contract or employment (please write none if applicable)**

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Employer name:</td>
</tr>
<tr>
<td>Contact details:</td>
</tr>
<tr>
<td>Nature/type of business:</td>
</tr>
<tr>
<td>Type of contract/employment (e.g. temporary/permanent/casual)</td>
</tr>
<tr>
<td>Days on which you work</td>
</tr>
<tr>
<td>Hours and times of work</td>
</tr>
<tr>
<td>Your Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

Please return this with your contract to [details of recruitment team]