

<b>NHS North Cumbria CCG Governing Body</b>	<b>Agenda Item</b>
<b>7 February 2018</b>	<b>8</b>

**Strategic Agreement with West North East (WNE) Cumbria and the University of Central Lancashire (UCLan)**

<b>Purpose of the Report</b>							
The purpose of this report is to seek the Governing Body's support of the strategic partnership between UCLan and the North Cumbria Health system/							
<b>Outcome Required:</b>	Approve	<b>X</b>	Ratify		For Discussion		For Information
<p><b>Assurance Framework Reference:</b></p> <p><b>2, Better Care</b> – Commission services that ensure the delivery of high quality and safe care patients</p> <p><b>3, Sustainability</b> – Commission services that ensure the delivery of high quality and safe care for patients in a manner that is sustainable for the whole health economy</p> <p><b>4, Leadership</b> - The CCG needs to develop and implement robust governance and management arrangements to operate in a safe and sound manner.</p>							

<b>Recommendation(s):</b>
<p>The Governing Body is requested to approve the UCLan Strategic Alliance Agreement framework document in order to formalise WNE Cumbria Health System's relationship with UCLan, which in turn will underpin a range of strategic benefits; these in summary being:</p> <ul style="list-style-type: none"> <li>• A new medical education &amp; training (MBBS) pipeline focused upon West Cumbria.</li> <li>• Development of Physician Associate (PA) education &amp; training pipeline focused upon West Cumbria.</li> <li>• Higher training of Advanced Clinical Practitioners (ACPs).</li> <li>• GP / Primary care workforce development.</li> <li>• The Campus development (Education &amp; Training) project at WCH.</li> <li>• Key academic / clinical joint appointments.</li> <li>• Development of the Academic Surgical Unit (ASU) at NCUHT.</li> </ul>

## **Executive Summary:**

### **Key Issues:**

The CCG's relationship with UCLan is of increasing importance to the current and future delivery of healthcare in WNE Cumbria. Joint projects are already underway in a number of key areas:

- MBBS medical education programme in West Cumbria – returning medical education to WCH/West Cumbria.
- The Cumbria Physician Associate (PA) Programme delivered, in partnership with HEE, primarily in West Cumbria.
- GP / Primary Care workforce development.
- WCH campus development project where UCLan are our key partner.
- Higher training of Advanced Clinical Practitioners (ACPs) to a level equivalent to Medical Registrars (CT2/3) through an MSc in Hospitalist Medicine – a national first.
- Academic / clinical joint appointments which promote recruitment in some 'difficult to recruit' areas and services.

The agreement document provides a formal framework for the strategic relationship between the NHS statutory organisations in WNE Cumbria and UCLan in respect of all of the above. This agreement does not define the operational arrangements & specific agreements necessary to support the above projects in detail – these will be set out, on a project specific basis, in Operational Agreement appendices, which will 'plug into' the main agreement document submitted for approval today.

This agreement has been subject to legal review through the NCUHT & CPFT Joint Company Secretary – legal advice received being favourable. Minor amendments have been incorporated and subsequently agreed by UCLan.

### **Key Risks:**

No risks are presently identified in relation to the strategic relationship set out in this this agreement. Specifically, the agreement rules out any scope for compromising long standing relationships with other education and training providers.

### **Implications / Actions for Public and Patient Engagement:**

Nil identified in relation to the strategic agreement itself. There will be emerging implications in respect of specific project areas e.g. explaining the:

- Role & benefits of Physician Associates (PAs) working in primary and acute care.
- Nature of the Composite Workforce, Advanced Clinical Practitioners (ACPs) and related academic joint appointments.
- Benefits of recommencing Medical training (MBBS) in West Cumbria.

### **Financial Impact on the CCG:**

No financial implications are presently identified in relation to the strategic relationship set out in this this agreement.

<b>Strategic Objective(s) supported by this paper:</b>	<b>Please select (X)</b>
Support quality improvement within existing services including General Practice	X
Commission a range of health services appropriate to Cumbria's Needs	X
Develop our system leadership role and our effectiveness as a partner	X
Improve our organisation and support our staff to excel	X

<b>Impact assessment:</b> (Including Health, Equality, Diversity and Human Rights)	Nil impact identified.
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<b>Conflicts of Interest</b> Describe any possible Conflicts of interest associated with this paper, and how they will be managed	There are no known conflicts of interests.
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<b>Lead Director</b>	David Rogers, Interim Accountable Officer/Medical Director
<b>Presented By</b>	David Rogers, Interim Accountable Officer/Medical Director
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<b>Report Authors</b>	<i>Lead authors:</i> Professor Cathy Jackson - Executive Dean College of Clinical and Biomedical Sciences & Head of School of Medicine (UCLan), and Julian Auckland-Lewis – IHCS (STP) Transformation Programme Director, plus amendments by CPFT & NCUHT Medical Directorates.
<b>Date Report Written</b>	Agreement document completed - Jan 2018

DATED: \_\_\_\_\_

**STRATEGIC ALLIANCE AGREEMENT**

**BETWEEN**

**NORTH CUMBRIA UNIVERSITY HOSPITALS NHS TRUST**

**AND**

**CUMBRIA PARTNERSHIP NHS FOUNDATION TRUST**

**AND**

**NHS NORTH CUMBRIA CLINICAL COMMISSIONING GROUP**

**AND**

**UNIVERSITY OF CENTRAL LANCASHIRE**

**THIS AGREEMENT** is:

**BETWEEN**

- (1) **NORTH CUMBRIA UNIVERSITY HOSPITALS NHS TRUST** whose address is at The Cumberland Infirmary, Newtown Road, Carlisle, Cumbria, CA2 7HY (“**NCUHT**”);
  - (2) **CUMBRIA PARTNERSHIP NHS FOUNDATION TRUST** whose address is at Voreda, Portland Place, Penrith, Cumbria, CA11 7BF (“**CPFT**”); and
  - (3) **NHS NORTH CUMBRIA CLINICAL COMMISSIONING GROUP** whose address is at 4 Wavell Drive, Rosehill, Carlisle, Cumbria, CA1 2SE (“**NCCCG**”); and
  - (4) **UNIVERSITY OF CENTRAL LANCASHIRE** whose address is at Preston PR1 2HE (“**UCLan**”)
- (each a “party” and together the “parties”)

**BACKGROUND**

- (A) The parties agree that the provision of high quality medical education and locally focussed training of a medical workforce is their shared aim. Consequently, the parties wish to establish a strategic alliance between them in relation to the provision of high quality clinical training and research in West, North and East Cumbria (“the Strategic Alliance”).
- (B) The Strategic Alliance will build upon the collaborative relationship between the parties in relation to the West Cumberland Medical Education Centre (WCMEC), which is a research, teaching and medical education facility led by senior clinical academics with a background in acute medicine and primary care in West Cumbria.
- (C) This agreement sets out the framework, including the respective rights and responsibilities of the parties, for the Strategic Alliance and the parties agree that the terms and conditions in this agreement will govern the Strategic Alliance between the parties.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 A reference to a **Business Day** shall mean a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.3 The Schedule(s) forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes its Schedule(s).
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

- 1.6 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** does not include fax
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to **this agreement** or to **any other agreement or document referred to in this agreement** is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

## **2. COMMENCEMENT AND DURATION**

- 2.1 This agreement shall come into effect upon signature by all parties ("the Commencement Date") and, unless terminated earlier in accordance with this agreement, shall continue until 31<sup>st</sup> August 2027 or until any later date as may be agreed in writing between the parties in accordance with clause 16.

## **3. THE STRATEGIC ALLIANCE**

- 3.1 The purpose of this agreement is to formalise the Strategic Alliance between the parties in the field of medical education, clinical training and research. The key aims and objectives of the Strategic Alliance ("the Objectives") are as follows:
- (a) To establish a relationship between the parties with the aim of long term development of high quality medical education and clinical placement delivery;
  - (b) To undertake research programmes in Cumbria which will be delivered jointly by the parties;
  - (c) To support the recruitment and retention of the local health workforce through the creation of shared academic and clinical staff posts; and
  - (d) To facilitate the development of innovative workforce planning.
- 3.2 The achievement of the Objectives requires commitment and contributions from both parties. Schedule 1 to this agreement sets out the agreed responsibilities, principles and obligations which will be complied with, supported and / or delivered by the parties in support of the Strategic Alliance ("the Commitments"). The parties

acknowledge and agree that the Objectives represent the aims of the parties and do not bind any party to undertake any specific activities. The Commitments which each party agrees to deliver and / or comply with under this agreement are set out in Schedule 1 and will be reviewed by the parties annually.

- 3.3 Each party shall use reasonable endeavours to comply with, support and / or deliver its Commitments and shall notify the other parties as soon as reasonably practicable if they become aware of any reason or circumstance that may impact or hinder the successful compliance, support and / or delivery of its Commitments.
- 3.4 The parties acknowledge and agree that the delivery of some Commitments may require the parties to enter into separate written agreements to govern the delivery of such Commitments ("the Operational Agreements"). Where Operational Agreements are required this will be set out in Schedule 1 and the delivery of the relevant Commitment(s) will be governed by the relevant Operational Agreement. In the event of conflict between the terms and conditions of this agreement and an Operational Agreement in relation to the delivery of any of the Commitments, the Operational Agreement shall prevail in relation to the delivery of the relevant Commitment to the extent of the inconsistency.
- 3.5 The Strategic Alliance is formed on a non-exclusive basis and nothing in this agreement shall restrict any party's right to conduct its business activities or arrangements with any third party.
- 3.6 Each party shall be responsible for its own costs incurred in connection with the Strategic Alliance and this agreement. Where funding is required for delivery of a Commitment this will be set out in the relevant Operational Agreement.

#### **4. INFORMATION FLOW AND PROJECT MANAGEMENT**

- 4.1 To enable the parties to maximise the benefits of the Strategic Alliance under this agreement, each party shall:
- (a) engage with the others in regular discussions in relation to the Strategic Alliance;
  - (b) facilitate regular discussions between appropriate members of its personnel and those of the other parties in relation to the Strategic Alliance including in relation to:
    - (i) performance and issues of concern in relation to the Strategic Alliance;
    - (ii) new developments; and
    - (iii) such other matters as may be agreed between the parties from time to time.
- 4.2 The parties will hold quarterly joint meetings to be attended by senior representation from each party to oversee the Strategic Alliance and consider its progress. Dates and locations of these meetings will be agreed between the parties in advance.
- 4.3 The parties will establish working groups to consider operational aspects of the Strategic Alliance. These working groups will be established on an ad hoc basis and will meet as often as required, as agreed between the parties.

4.4 Each party shall supply to each other party information reasonably requested by the other party relating to the Strategic Alliance as is necessary to enable that other party to comply with, support and / or deliver its Commitments in relation to the Strategic Alliance.

## 5. CONFIDENTIALITY

5.1 **Confidential Information** means all material, non-public, business-related information, written or oral, whether or not it is marked, that is disclosed or made available to the parties, directly or indirectly, through any means of communication or observation whether before or after the date of this agreement in connection with the Strategic Alliance, including information which:

- (a) relates to the terms of this agreement;
- (b) would be regarded as confidential by a reasonable business person, including but not limited to information relating to the business, assets, affairs, customers, students, patients, clients, suppliers, or plans of the disclosing party; or
- (c) is developed by the parties in the course of carrying out this agreement and the Strategic Alliance.

5.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

5.3 Each party shall keep each other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement in relation to the Strategic Alliance (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

5.4 A party may disclose another party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

5.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

5.6 A party may, provided that it has reasonable grounds to believe that another party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

5.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to any other party, or to be implied from this agreement.

5.8 On termination of this agreement, each party shall:

- (a) Upon the request of the disclosing party, return to the disclosing party or destroy all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- (b) erase all of the disclosing party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
- (c) certify in writing to the disclosing party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

5.9 The provisions of this clause 5 shall survive for a period of ten (10) years following expiry or termination of this agreement.

5.10 The parties will ensure relevant provisions are included in each Operational Agreement to safeguard each party's data; these will be in line with relevant legislation.

## **6. PUBLICITY**

6.1 Save as expressly permitted in this agreement, no party shall use the name, logo, or trademark of another party or its employees for any purpose without the prior written approval of that party.

6.2 All publicity material relating to this agreement and the parties' collaboration in

connection with the Strategic Alliance must be approved in writing by each party prior to release.

**7. INTELLECTUAL PROPERTY**

7.1 All intellectual property (whenever and howsoever existing) is and shall be owned by the party that creates or generates it. No licence to use any intellectual property is granted or implied by this agreement except the rights expressly granted in this agreement.

7.2 Each party grants to each other party a royalty-free, non-exclusive licence to use its intellectual property for the purpose of delivering this agreement and the Commitments set out in Schedule 1 but for no other purpose.

**8. DATA PROTECTION**

Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act (1998) and any legislation to implement the General Data Protection Regulation (Regulation (EU) 2016/679).

**9. ANTI-BRIBERY**

Each party shall in relation to this agreement comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

**10. WARRANTIES**

10.1 Each party warrants that it has full power and authority to carry out the actions contemplated under this agreement.

10.2 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

**11. LIMITATION AND EXCLUSION OF LIABILITY**

11.1 Nothing in this agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any other act, omission, or liability which may not be limited or excluded by law.

11.2 Subject to clause 11.1, and except as provided in clause 11.3, a party's total liability to any other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited

to £50,000 in any calendar year.

- 11.3 Subject to clause 11.1, no party shall have any liability to any other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.
- 11.4 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 11 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 18.

## **12. TERMINATION OF AGREEMENT**

- 12.1 Without affecting any other right or remedy available to it, a party may terminate its involvement with this agreement with immediate effect by giving written notice to the other parties:
- (a) if another party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
  - (b) if another party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (c) if another party is unable to pay or suspends payments of its debts, has a receiver or administrative receiver appointed over any of its assets or enters administration or liquidation, or is dissolved or ceases to / suspends trade or otherwise suffers or undergoes any procedure or event similar to those set out in this clause 12.1(c);
  - (d) if any warranty given by another party in clause 10 of this agreement is found to be untrue or misleading.
- 12.2 Without affecting any other right or remedy available to it, a party may terminate its involvement with this agreement on giving not less than twelve (12) months' written notice to the other parties; where circumstances allow in line with the spirit of the alliance, notice should be aligned as closely as possible to the academic year; this will be discussed and agreed by all parties
- 12.3 The parties may agree in writing at any time to terminate this agreement from such date as may be agreed between the parties.

## **13. CONSEQUENCES OF TERMINATION**

- 13.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 13.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which

existed at or before the date of termination expiry.

13.3 On termination of this agreement, each party shall as soon as reasonably practicable return or destroy (as directed by the other party) all of the other party's equipment and materials. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

13.4 For the avoidance of doubt, upon termination or expiry of this agreement any Operational Agreements in force at the date of termination of this agreement shall continue in full force and effect until they expire or are terminated in accordance with the terms of the relevant Operational Agreement.

**14. FORCE MAJEURE**

A party shall neither be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ("Force Majeure Event") provided that the affected party notifies the non-affected parties in writing of the Force Majeure Event and its likely effects as soon as possible after the start of the Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

**15. ASSIGNMENT AND OTHER DEALINGS**

No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other parties.

**16. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by all parties.

**17. NOTICES**

17.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given at the beginning of this agreement or as otherwise notified in writing to other party.

17.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
Delivery by hand.	Upon delivery between 9.00 am and 5.00 pm ("Normal Business Hours") on a Business Day.
Pre-paid first class post	9.00 am on the second Business Day after posting.

- 17.3 For the purpose of clause 17.2 and calculating deemed receipt:
- (a) all references to time are to local time in the place of deemed receipt; and
  - (b) if deemed receipt would occur in the place of deemed receipt outside of Normal Business Hours or not on a Business Day deemed receipt is deemed to take place at 9.00 am on the next Business Day in the place of receipt.
- 17.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.5 Notices to UCLan in relation to alleged default or other legal notices shall be copied to the Contracts Manager for the School of Medicine, Office of the University Secretary and Legal Officer at the address given at the beginning of this agreement.
- 17.6 A notice given under this agreement is not valid if sent by e-mail or fax.

**18. SEVERANCE**

- 18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 If one party gives notice to the other parties of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.

**19. NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall be deemed to, establish a partnership between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**20. WAIVER**

- 20.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 20.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**21. COUNTERPARTS**

- 21.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 21.2 Transmission of the executed signature page of a counterpart of this agreement by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.
- 21.3 No counterpart shall be effective until each party has executed at least one counterpart.

**22. THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**23. ENTIRE AGREEMENT**

- 23.1 Subject to clause 3.4, this agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

**24. DISPUTES**

If any dispute arises in connection with this agreement, a representative from each party shall, within 30 working days of a written request from one party to the others, meet in good faith in an effort to try to resolve the dispute.

**25. GOVERNING LAW AND JURISDICTION**

- 25.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of  
**NORTH CUMBRIA UNIVERSITY  
HOSPITALS NHS TRUST:**

Date:

Signed for and on behalf of  
**CUMBRIA PARTNERSHIP  
FOUNDATION NHS TRUST:**

Date:

Signed for and on behalf of  
**NHS NORTH CUMBRIA CLINICAL  
COMMISSIONING GROUP:**

Date:

Signed for and on behalf of  
**UNIVERSITY OF CENTRAL  
LANCASHIRE:**

Date:

DRAFT

## Schedule 1 – Partnership Commitments

This Schedule 1 sets out the Commitments of the parties in support of the Strategic Alliance.

### **1. General Commitments**

- a. NCUHT and CPFT will provide training locations in Cumbria for undergraduate secondary care training for UCLan students undertaking the MBBS, Physician Associate and MSc Hospitalist Medicine programmes;
- b. NCUHT, CPFT & local primary care providers (subject to separate agreements with such providers) will be the preferred providers in Cumbria for delivery of student clinical placements for other medical and related courses delivered by the UCLan School of Medicine; it is noted that NCUHT and CPFT also have commitments to other medical schools and universities as the preferred provider.
- c. NCUHT, CPFT & local primary care providers (subject to separate agreements with such providers) will provide clinical placements relevant to medical and related courses delivered by the UCLan School of Medicine to UCLan.
- d. NCUHT & CPFT will provide high quality teaching, as determined by mutually agreed standards where no national standards are required, for all UCLan students on clinical placement with NCUHT & CPFT.
- e. NCUHT, CPFT & NCCCG educators, this includes both clinical and non-clinical roles, who provide more than four hours per week of student teaching will be nominated for honorary university appointments at UCLan.
- f. The parties will consider the creation of joint appointments in a number of specialties. Any such posts will be subject to a separate written agreement between the parties.
- g. The parties will work together to increase the research contribution of the parties to the evidence base in the area of medicine and associated areas. Any research undertaken jointly by the parties will be subject to a separate written agreement between the parties.
- h. The parties will work together to exploit the opportunity to develop a campus across West Cumbria Hospital, Community and WCMEC sites to support and promote academic, professional development and research activities.
- i. The parties will work together to deliver taster sessions and outreach activities for local students in the West Cumbria area interested in pursuing a career in health care.

**For the avoidance of doubt, separate written agreements referred to in this Schedule 1 (including but not limited to the Clinical Placement Agreement) shall, for the purpose of this agreement, be Operational Agreements which govern the delivery of Commitments as set out in clause 3.4 of this agreement. The Operational Agreements will form Appendices to this Agreement and will be separate agreements in their own right. In the event of any conflict between this Agreement and the Operational Agreement, the Operational Agreement will prevail.**