

**Schedule 4 Part B - Tri-Partite Agreement for Undergraduate Medical Education  
(TPA-UGME)**

DRAFT

## Contents

1	Definitions and Interpretation .....	3
2	Commencement, duration and status of this TPA-UGME.....	8
3	Principles of the TPA-UGME .....	8
4	Functions of the TPA-UGME .....	9
5	Tariff Payments.....	10
6	Funding .....	10
7	Education Provider Roles .....	10
8	Placement Provider Roles.....	13
9	NHS England Roles .....	14
10	Education Provider Funding responsibilities .....	15
11	Placement Provider Funding responsibilities.....	16
12	Locally Negotiated Arrangements .....	17
13	Regional Medical School Liaison Committee .....	18
14	Purpose of the Regional Medical School Liaison Committee.....	19
15	Objectives of the Regional Medical School Liaison Committee.....	19
16	Local Medical School Liaison Committee .....	20
17	Suspension of the Services .....	21
18	Record keeping.....	21
19	Notices.....	21
20	Dispute resolution .....	22
21	Conflicts of interest .....	22
22	Change Control Process for Changes.....	22
23	Variations to this Agreement .....	23
25	Consequence of expiry or termination.....	24
26	Governing law and jurisdiction.....	24

## Annex 1 – Funding

## Purpose of this Schedule

This Schedule sets out the terms which shall apply if NHS England and the Provider contract with (as the case may be) a Placement Provider or Education Provider (each a **Party** and together the **Parties**) to form a Tri-Partite Agreement for Undergraduate Medical Education (**TPA-UGME**). A TPA-UGME shall be formed by NHS England, the Provider and (as the case may be) Placement Provider and Education Provider entering into a letter of coordination in the form prescribed by NHS England (**Letter of Coordination**).

## Background

- (a) This TPA-UGME shall be used where the Education Provider and the Placement Provider are being funded by NHS England to provide undergraduate medical training.
- (b) This TPA-UGME governs the sharing of responsibilities in order to deliver undergraduate medical training, and sits alongside the Parties' respective NHS Education Funding Agreements and any Placement Agreement entered into by the Education Provider and Placement Provider.
- (c) This TPA-UGME is not to be used by undergraduate medical primary care providers or undergraduate medical private, independent and voluntary organisation providers.

## 1 Definitions and Interpretation

1.1 In this TPA-UGME, unless the context otherwise requires:

- 1.1.1 Capitalised terms have the meanings as set out in the table below, and any capitalised terms not defined in that table are as defined in the NHS Education Funding Agreement.
- 1.1.2 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.
- 1.1.3 The headings in this TPA-UGME will not affect its interpretation.
- 1.1.4 Where either the Education Provider or the Placement Provider has entered into a Placement Agreement, the terms of this TPA-UGME shall prevail. If there is any conflict between the terms of this TPA-UGME and the terms of the NHS Education Funding Agreement, the terms of the NHS Education Funding Agreement will prevail.
- 1.1.5 References to paragraphs in the Guidance shall be replaced as necessary by updated references where the Guidance is updated or superseded.

1.2 In addition to the interpretation section of the NHS Education Funding Agreement within this TPA-UGME, the following terms shall have the following meanings:

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Term	Meaning
<b>Accountability Report</b>	The annual UGME accountability report in the form prescribed by NHS England from time to time.
<b>Administrator</b>	The person appointed by the Regional Medical School Liaison Committee to that function.
<b>Central Government Body</b>	<p>A body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency.</p>
<b>Chair</b>	The Medical Director (Undergraduate) of NHS England.
<b>Change</b>	<p>An amendment to any of the following:</p> <ul style="list-style-type: none"> <li>• Locally Negotiated Agreements</li> <li>• Funding arrangements</li> <li>• Changes to the delivery of the curricula or assessment which underpin Placements,</li> </ul> <p>in accordance with the Change Control Process.</p>
<b>Change Control Note</b>	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process.
<b>Change Control Process</b>	The change control process referred to in clause 23.
<b>Devolved Funding</b>	Funding that is delegated to the Education Provider to manage clinical Placements on NHS England's behalf.
<b>DBS</b>	<p>Disclosure and Barring Service.</p> <p>A disclosure of information which contains details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions.</p>

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Term	Meaning
<b>Education Provider</b>	The contracted provider of certain education and training services who is signed up to provide tuition services pursuant to an NHS Education Funding Agreement, and is named in the parties section above.
<b>Education Provider Staff</b>	Staff employed or engaged by the Education Provider.
<b>Elective</b>	<p>A required clinical Placement with a large degree of Learner choice that may be organised by the Learner.</p> <p>An Elective may be completed in the UK or abroad.</p>
<b>Exposure Prone Procedures</b>	Invasive procedures where there is a risk that injury to a member of Staff may result in the exposure of the patient's open tissues to the blood of the member of Staff.
<b>Governing Documents</b>	The constitution, standing financial instructions, scheme of delegation, and/or other document overseeing the governance of a Party.
<b>Guidance</b>	The Education and Training Tariff guidance published by the Department of Health and Social Care (as may be updated and/or superseded from time to time and which may be published in future by the Department of Health and Social Care or NHS England).
<b>Local Medical School Liaison Committee</b>	An operational group established in accordance with clause 17 of this TPA-UGME to facilitate collaboration and sharing of best practice between NHS England, medical schools and local Education Providers in accordance with its terms of reference published by NHS England from time to time.
<b>Locally Negotiated Arrangements</b>	Arrangements that have been negotiated between the Parties on a local level and which are related to local flexibilities allowed for within Annex B of the Guidance.
<b>National Medical School Liaison Committee</b>	The strategic level group within NHS England that will seek to ensure consistency, transparency and the alignment of best practice in monitoring the quality of the learning environment and in medical undergraduate tariff financial models across the Regions in accordance with its terms of reference published by NHS England from time to time.

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Term	Meaning
<b>National Variation</b>	A variation mandated by NHS England to incorporate changes to Applicable Laws and/or Guidance as they may affect this agreement and notified to the Parties by whatever means NHS England may consider appropriate.
<b>NHS Education Funding Agreement</b>	The agreements entered into on or around the date of this agreement between the Placement Provider and NHS England and the Education Provider and NHS England respectively.
<b>Placement</b>	<p>Any arrangement in which a Learner spends a block of time engaged in clinical learning in an environment that provides healthcare or related service to patients or the public as part of a Programme.</p> <p>Clinical Placements take place primarily in a primary, secondary, or social care setting, but may also take place in charities, hospices and other non-NHS organisations including voluntary and independent sector organisations. Clinical Placements often encompass active involvement in patient care, but they can also be classroom based to enable the required clinical Placement learning or observing health or social care processes.</p>
<b>Placement Agreement</b>	An agreement between an Education Provider and a Placement Provider which contains specific detail relating to Placement activities and the roles and responsibilities of the Education Provider and the Placement Provider respectively. The Placement Agreement will be developed and agreed by the Education Provider and the Placement Provider. It may be in the standard template format made available by NHS England in the NHS Education Contact or another format.
<b>Placement Provider</b>	The organisation that provides practice clinical Placements pursuant to an NHS Education Funding Agreement, and is named in the parties section above.
<b>Placement Provider Staff</b>	Staff employed or engaged by the Placement Provider.
<b>Region</b>	Any one or more of the seven (7) NHS England geographical regions which are set out as follows: (i) Midlands, (ii) East of England, (iii) London, (iv) North East and Yorkshire, (v) North West, (vi) South East, (vii) South West.

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Term	Meaning
<b>Regional Medical School Liaison Committee</b>	A strategic group established in each of the Regions in accordance with clause 14 of this TPA-UGME to facilitate collaboration and sharing of best practice between NHS England, medical schools and local Education Providers in accordance with its terms of reference published by NHS England from time to time.
<b>Representative Member</b>	A member of a Regional Medical School Liaison Committee.
<b>Services</b>	The services provided or to be provided under Schedule 1 (Provider Services) of the respective Education Provider's and Placement Provider's NHS Education Funding Agreement.
<b>Suspension Event</b>	<p>the occurrence of any of the following:</p> <p>a) NHS England and/or any Regulator having reasonable grounds to believe that the Provider is or may be in breach of Applicable Laws and/or Guidance, or in material breach of the Quality and Performance Requirements or regulatory compliance standards issued by a Regulator; or</p> <p>b) NHS England and/or any Regulator having reasonable and material concerns as to the continuity, quality or outcomes of any Service, or for the health and safety of any Service User and/or Learner; or</p> <p>c) the Provider receiving a Agreement Performance Notice in respect of a Service within 12 months after having agreed to implement a Remedial Action Plan in respect of the same issue with that Service; or</p> <p>d) NHS England, acting reasonably, considering that the circumstances constitute an emergency (which may include an Event of Force Majeure affecting provision of a Service or Services); or</p> <p>e) an Exception Report being issued under clause 26 of the NHS Education Funding Agreement and the Provider's Governing Body failing to procure the rectification of the relevant breach of the Remedial Action Plan within the timescales indicated in that Exception Report; or</p> <p>f) the Placement Provider or any Sub-Contractor being prevented from providing a Service due to the termination, suspension, restriction or variation of any Consent or NHS England's Licence.</p>
<b>Tariff Payment</b>	A medical undergraduate tariff payment as specified in the Guidance.

<b>Term</b>	<b>Meaning</b>
<b>UGM</b>	Undergraduate medical.
<b>UGME</b>	Undergraduate medical education.

## **2 Commencement, duration and status of this TPA-UGME**

- 2.1 This TPA-UGME comes into effect on the date that it is executed by all of the Parties, and, unless terminated earlier, will expire on the expiry or earlier termination of either of the NHS Education Funding Agreement entered into between NHS England and Education Provider and/or the NHS Education Funding Agreement entered into between NHS England and the Placement Provider, whichever is the earlier (the “**Term**”).
- 2.2 If there is a National Variation to the NHS Education Funding Agreement, the Parties agree that this TPA-UGME will, to the extent necessary, be read and construed by the Parties as including any and all variations as may be necessary to make this TPA-UGME consistent with the NHS Education Funding Agreement (as varied).

## **3 Principles of the TPA-UGME**

- 3.1 In consideration of performing their respective obligations under this TPA-UGME and the NHS Education Funding Agreement, the Parties must in performing such obligations:
- 3.1.1 at all times work collaboratively with each other;
  - 3.1.2 act in a timely manner;
  - 3.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
  - 3.1.4 at all times, observe relevant statutory powers, the Guidance, and best practice to ensure compliance with Applicable Laws and standards including those governing procurement, data protection and freedom of information; and
  - 3.1.5 have regard to the needs and views of all of the Parties, and as far as is reasonably practicable take such needs and views into account.
- 3.2 The Parties acknowledge that the Education Provider and Placement Provider act on their own behalves when providing the Services, and when performing other obligations as required by this TPA-UGME. The Education Provider and Placement Provider do not act as agents of NHS England, or on behalf of NHS England, when providing the Services, or when undertaking other activities in performance of their obligations under this TPA-UGME and the NHS Education Funding Agreement.
- 3.3 The Parties acknowledge that the Education Provider Staff and the Placement Provider Staff do not act as agents of NHS England, or on behalf of NHS England, at any point when carrying out the Services.
- 3.4 The Education Provider and Placement Provider shall identify and appoint sufficient Staff to ensure that the Services are provided in all respects and at all times in accordance with this TPA-UGME.
- 3.5 The Education Provider and Placement Provider shall be entirely responsible for the engagement or employment of Education Provider Staff and Placement Provider Staff and the terms and conditions of service of all Education Provider Staff and Placement Provider



NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Staff including, without limitation, the payment of all remuneration and benefits to Education Provider Staff and Placement Provider Staff. The Education Provider and Placement Provider shall bear all liability, without limitation, for the actions of their Staff.

- 3.6 It is further agreed that the Education Provider and Placement Provider may enter into a Placement Agreement which shall set out further arrangements between them.
- 3.7 The Parties agree to keep Confidential Information confidential (as defined in the NHS Education Funding Agreement) and in accordance with clause 33 (Confidentiality) of the NHS Education Funding Agreement, however for the purpose of this TPA-UGME, the Parties may share Confidential Information between them and any such sharing will not be deemed to be a breach of the NHS Education Funding Agreement. For the purpose of this clause 3.7, such Confidential Information shall include personal data as defined in the Data Protection Legislation and the Parties agree that they will continue to comply with their respective obligations under the terms of clause 32 (Data protection) of the NHS Education Funding Agreement.
- 3.8 The Parties shall each identify and rely upon one or more lawful bases for the sharing of personal data as defined in the Data Protection Legislation for the purpose of complying with clause 3.7 above.
- 3.9 The Parties agree that they will continue to comply with their respective obligations under the terms of clause 20 (Exchange of Information between NHS England and Provider), Schedule 5 (Data Sharing Agreement), and clause 31 (FOIA) of the NHS Education Funding Agreement.

#### **4 Functions of the TPA-UGME**

- 4.1 The function of this TPA-UGME is to ensure the Parties act collaboratively in the planning, securing and monitoring of the Services, and in particular, with respect to each of their NHS Education Funding Agreements, to:
- 4.1.1 plan Services to meet Learner needs of the local population in the Region in accordance with the Parties' respective intentions and ambitions;
  - 4.1.2 provide the range of Services as detailed in Schedule 1 of the NHS Education Funding Agreement;
  - 4.1.3 fulfil the requirements of paragraph 18 of Annex B of the Guidance, through:
    - 4.1.3.1 the joint sharing of information (already collated to meet GMC standards) about clinical Placement site delivery of educational requirements in respect of undergraduate Placements;
    - 4.1.3.2 transparency of usage of clinical Placement Funding; and
    - 4.1.3.3 regular discussion between the Parties on the quality of the Learning Environments and the achievement by Learners of the required outcomes.
- 4.2 In accordance with paragraph 5.6 of the Guidance, Education Providers and Placement Providers shall ensure that all aspects of clinical Placement provision that have funding implication are discussed and agreed with NHS England through the change control process to ensure that clinical training is deliverable within the resources available. NHS England will need to consider and agree any proposed changes to local funding arrangements to ensure consistency and equity in the access to Funding across NHS England Regions. Where the Education Provider or Placement Provider has concerns relating to Funding they will raise them with NHS England and NHS England may adjust Funding as appropriate in accordance

## 5 Tariff Payments

- 5.1 A clinical Placement in England that attracts a Tariff Payment must meet each of the following criteria (in accordance with paragraph 2.15 of the Guidance):
- 5.1.1 be a recognised part of the education and training curriculum for the course and approved by the HEI and the relevant Regulatory body, as appropriate;
  - 5.1.2 meet the quality standards of the Regulator and NHS England;
  - 5.1.3 be direct clinical training (including time for clinical exams and study leave) with an agreed programme, being a minimum of one week;
  - 5.1.4 have the appropriate clinical and mentoring support as defined by the relevant Regulatory body;
  - 5.1.5 is not workplace shadowing or a post-graduation assistantship (for undergraduate medical students, pre-graduation assistantships/activity would be covered by the medical undergraduate tariff as they are an integral part of the Undergraduate medical course; and
  - 5.1.6 have signed the NHS Education Funding Agreement.
- 5.2 In accordance with paragraph 2.16 of the Guidance, any time spent by Learners at a Placement Provider which does not meet the criteria set out in clause 5.1 above will not be covered by a Tariff Payment mechanism. The funding for this activity should be determined as a Locally Negotiated Arrangement by the Placement Provider and NHS England.
- 5.3 In accordance with paragraph 2.22 of the Guidance, a medical undergraduate clinical Placement tariff is only applicable to Learners who are part of the Office for Students (OfS) annual intake numbers.

## 6 Funding

- 6.1 NHS England will be responsible for identifying and implementing the most appropriate Funding routes for payments to the Placement Provider and/or the Education Provider provided that it is anticipated that the NHS Education Funding Agreement will ordinarily be the appropriate Funding route. NHS England has the flexibility to agree (where appropriate) different Funding routes with the Parties.
- 6.2 In accordance with paragraph 9 of Annex B of the Guidance, it is the type of activity, rather than the location of training or which Party is delivering it that is relevant in deciding on the most appropriate funding source for the Placement of Learners.
- 6.3 Additional provisions relating to Funding are set out in Annex 1 (Funding).

## 7 Education Provider Roles

- 7.1 In addition to its responsibilities under the NHS Education Funding Agreement, the Education Provider is responsible for the following roles during the Term of this TPA-UGME in accordance with the Education Provider's functions:
- 7.1.1 the Education Provider has a statutory requirement to the Regulator (in this case, the General Medical Council (GMC)) to assure that each clinical Placement meets the

outcomes and standards required by the Regulator (as may be revised and or superseded from time to time by the Regulator). The Education Provider shall have systems and processes in place to monitor the quality of teaching and facilities for all clinical Placements. In accordance with the requirements of the Regulator, the Education Provider may remove a Learner from a clinical Placement if the Education Provider has concerns about the quality of a clinical Placement (liaising with NHS England as appropriate), provided that the Education Provider notifies NHS England of such removal (where possible in advance of such removal);

- 7.1.2 ensure that all Learners being awarded UK primary medical qualifications have met the outcomes referred to in clause 7.1.1 above;
- 7.1.3 ensure that it meets the regulatory requirements of the Office for Students (OfS) (including staying within the relevant intake of Learner numbers, whether the Learner is based at home or overseas);
- 7.1.4 designing curricula and associated assessments in accordance with:
  - 7.1.4.1 The Medical Act 1983 and all Applicable Law;
  - 7.1.4.2 Outcomes for Graduates 2018, published by the GMC and as may be updated or superseded from time to time;
  - 7.1.4.3 GMC (2016) Promoting excellence: standards for medical education and training, published by the GMC and as may be updated or superseded from time to time; and
  - 7.1.4.4 Quality Assurance Agency (QAA) standards and quality in higher education published by the QAA and as may be updated or superseded from time to time.
- 7.1.5 managing the delivery of the approved curricula including specifying defined learning outcomes and assessment criteria.
- 7.1.6 providing a clear and robust fitness to practise policy and process that meets GMC requirements.
- 7.1.7 protecting Service Users whilst on Education Provider premises and taking appropriate steps to minimise any risk of harm to anyone consequential to the teaching of Learners in accordance with the GMC guidance entitled 'Promoting Excellence'.
- 7.1.8 acting as a main focus for strategic, administrative and management functions in delivering the undergraduate medical Programmes, including clinical Placement planning, liaison and management.
- 7.1.9 ensuring and providing assurance that Education Provider Staff and all involved in the teaching and supervision of Learners receive all appropriate training, including equality and diversity training to ensure they are aware of their responsibilities. If the Parties agree, where Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider.
- 7.1.10 managing and enhancing the quality of Programmes.
- 7.1.11 monitoring the effectiveness and quality of academic and clinical teaching and facilities for clinical Placements in accordance with all applicable regulatory and

quality requirements including without limitation GMC regulatory requirements and the requirements under their NHS Education Funding Agreement.

- 7.1.12 selecting Learners for admission to Programmes in line with current best evidence and practice For example, using recommendations such as set out in the Selecting for Excellence Final Report <https://www.medschools.ac.uk/media/1203/selecting-for-excellence-final-report.pdf>.
- 7.1.13 providing information, support and guidance to Learners including:
- 7.1.13.1 academic support; and
  - 7.1.13.2 welfare and general support (including, for example careers guidance and to provide information on who to contact during clinical Placements should Learners experience harassment of any kind).
- 7.1.14 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour.
- 7.1.15 providing support and opportunities for all Parties to engage in curriculum development, review and revalidation of the undergraduate medical course at meetings of the Regional Medical School Liaison Committee in accordance with the objectives of the Regional Medical School Liaison Committee set out in clause 14 and via meetings of the Local Medical School Liaison Committee.
- 7.1.16 collecting and analysing a range of data including data on equality and diversity in line with the requirements of the Data Protection Legislation.
- 7.1.17 managing any Devolved Funding for the delivery of clinical Placements according to the model relating to delegations and payments regarding Funding as determined by NHS England and the Education Provider pursuant to relevant governance processes.
- 7.1.18 assuring NHS England on the use of any Devolved Funding for delivery of clinical Placements for the intended purposes.
- 7.1.19 having appropriate systems and processes in place to supply information to NHS England to support education commissioning and financial planning that includes completion of the clinical Placement activity returns and in accordance with Schedule 5 (Data Sharing Agreement) of the NHS Education Funding Agreement.
- 7.1.20 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment.
- 7.1.21 Promoting the NHS England National Education and Training Survey (NETS) and promoting completion by their Learners.
- 7.1.22 Facilitation and assessment of practice learning that includes:
- 7.1.22.1 nominating a “lead” or “leads” who will be the key contact point at the education provider for the placement provider;
  - 7.1.22.2 providing information to the placement provider staff involved in the facilitation and assessment of practise learning on the specific requirements of the practise learning component of each relevant programme and placement;

7.1.22.3 ensuring that Learners are adequately prepared to carry out skills appropriate to the course they are undertaking prior to commencing a placement; and

7.1.22.4 ensuring that Learners have met appropriate standards in relation to clinical knowledge and skills commensurate with the placement undertaken and their stage in the programme.

7.1.23 Health and safety, Occupational Health and Disclosure and Barring Service that includes:

7.1.22.1 agreeing with the Placement Provider the responsibility for any necessary work-related checks and clearances, including occupational health clearance, right to work checks and DBS checks and disclosure from the Learner of any criminal convictions that might not be disclosed under the DBS checks;

7.1.22.2 confirming to the Placement Provider that the necessary checks have been performed and are up to date; and

7.1.22.3 ensuring that Learners have received manual handling, basic life support training and any other mandatory training in accordance with the regulator and curriculum requirements as agreed with the Placement Provider and in accordance with the Education Providers requirements.

## **8 Placement Provider Roles**

8.1 In addition to its responsibilities under the NHS Education Funding Agreement, the Placement Provider is responsible for the following roles during the Term of this TPA-UGME:

8.1.1 to meet the management and delivery of medical education and training requirements set out in the guidance 'Promoting excellence: standards for medical education and training' published by the GMC and as may be updated or superseded from time to time;

8.1.2 making available Placement Provider Staff and practical support needed to deliver the teaching and assessment of clinical parts of the curriculum of the Education Provider in an appropriate environment;

8.1.3 supporting and working together with the Education Provider to comply with the requirements set out within Outcomes for Graduates (GMC) 2018;

8.1.4 supporting and working together with the Education Provider to assist the Education Provider in meeting its quality assurance requirements and standards of the Regulator (in this case, the GMC);

8.1.5 ensuring that Placement Provider Staff undertaking designated undergraduate medical teaching and assessment roles have sufficient protected time in their job plans to carry out teaching and assessment;

8.1.6 releasing Placement Provider Staff to complete the training needed to be recognised teachers and to take part in professional development and quality assurance activities;

8.1.7 ensuring that Placement Provider Staff involved in the teaching of Learners receive all appropriate training, including equality and diversity training and are aware of their responsibilities and the issues that need to be considered when undertaking their roles in undergraduate medical education. If the Parties agree, where Placement

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

Provider Staff and all involved in the teaching and supervision of Learners undertake equality and diversity training for either the Education Provider or the Placement Provider they will be deemed as having undertaken equality and diversity training for both the Education Provider and the Placement Provider;

- 8.1.8 enhancing curriculum development by facilitating and encouraging the engagement of appropriate Placement Provider Staff in the teaching of Learners;
- 8.1.9 to work with the Education Provider to support Learners with disability and/or specific learning needs and implement reasonable adjustments within the bounds of capability and in accordance with current legislation;
- 8.1.10 ensuring a safe and professional environment in which Learners do not face bias, discrimination or harassment, and in which Learners have clear information and guidance on what to do if they either experience these themselves, or witness such behaviour in a clinical or non-clinical environment;
- 8.1.11 protecting Service Users whilst on Placement Provider premises and taking appropriate steps to minimise any risk of harm to anyone consequential to the teaching of Learners in accordance with the GMC guidance entitled 'Promoting Excellence';
- 8.1.12 ensuring that all relevant staff are competent to support Learner learning and assessment, to meet regulatory requirements;
- 8.1.13 ensuring that the Learners receive an appropriate induction including local policies and procedures relevant to each placement; and
- 8.1.14 immediately notifying the education provider of any service provision changes that might affect the Learner's ability to meet the learning outcomes agreed with the Education Provider and offer alternative placements if possible.

## 9 NHS England Roles

- 9.1 In addition to its responsibilities under the NHS Education Funding Agreement, NHS England is responsible for the following roles during the Term of this TPA-UGME:
  - 9.1.1 ensuring that the NHS medical workforce has the right skills, behaviours, and training and is available in the right numbers to support the delivery of excellent healthcare;
  - 9.1.2 implementing national policy relating to undergraduate medical education and training, including informing and developing the refinement of the Guidance (as may be updated or superseded from time to time);
  - 9.1.3 properly following and implementing the medical undergraduate tariff as set out in the Guidance (as may be updated or superseded from time to time);
  - 9.1.4 assuring the use of medical undergraduate tariff, any Devolved Funding in accordance with the NHS Education Funding Agreement that are allocated to the Education Provider and the Placement Provider;
  - 9.1.5 ensuring that clinical Placement learning environments meet the requirements of NHS England's Quality Framework in accordance with the Quality and Performance Requirements set out in Schedule 3 of the NHS Education Funding Agreement;
  - 9.1.6 supporting the transition of medical graduates into foundation training Programmes; and

- 9.1.7 ensuring active engagement and relationship management with the Education Provider and the Placement Provider that fosters close partnership working and facilitates integration with local healthcare systems.

## **10 Education Provider Funding responsibilities**

10.1 The Education Provider will be responsible for funding the following corporate functions:

- 10.1.1 HR/Recruitment: which shall include the preparation of job descriptions, preparing, issuing and managing job advertisements, job interviews, and the appointment and induction of academic staff and defined academic lead roles. Examples of defined academic lead roles include course directors, curriculum leads, professional service roles, year tutors, assessment leads, personal tutors, Education Provider Placement co-ordinator roles responsible for organising which Learners go to which Placement Provider;
- 10.1.2 Finance: insofar as this relates to university funding and university finance administration. Funding and payments to clinical teachers outside the Placement Provider are generated by locality teams;
- 10.1.3 Staff Development – Academic: essential activity which includes the induction of Education Provider Staff and the training and professional development of clinical teachers employed by the Education Provider who shall be responsible for delivery for such activities within the Education Provider;
- 10.1.4 Marketing and PR: in relation to the undergraduate medical course;
- 10.1.5 Selection of Learners for admission to the undergraduate medical course;
- 10.1.6 Quality and Standards of education: internal and external (i.e. GMC/Universities/QAA) quality assurance functions. Where the Education Provider identifies any issue (as required under clause 25 and Schedule 3 of the NHS Education Funding Agreement) relating to the quality of the clinical Placement learning environments, the Education Provider shall promptly notify NHS England in writing of any such concerns in the first instance;
- 10.1.7 Registry services: the enrolment and documentation of Learner progress towards graduation. Clinical elements of this function includes the investigation of complaints and Fitness to Practice procedures (mostly dealt with by Sub Deans and Associate Deans);
- 10.1.8 Education Provider Staff DBS checks: to be undertaken at the point of recruitment in respect of those who are directly employed by the Education Provider, this also applies to any mid-course DBS checks that may be required;
- 10.1.9 Assessment: the collation and review of Learner assessment results;
- 10.1.10 Widening participation: the process of expanding access to medicine to suitable candidates who would not otherwise apply to become Learners due to socio-economic reasons;
- 10.1.11 IT Services: Education Provider IT systems including email and other infrastructure systems;
- 10.1.12 E-learning: technology-assisted learning, encompassing current methods such as telematics and virtual learning, as well as emergent related technologies that facilitate learning;

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

- 10.1.13 Library – university: libraries are to be available at each university campus where Learners are based;
  - 10.1.14 Accommodation and travel: accommodation and travel relating to academic teaching; and
  - 10.1.15 Committee management: Room bookings, note taking, typing up minutes and following through actions for meetings held at the Education Provider.
- 10.2 The Education Provider will be responsible for funding the following Learner services:
- 10.2.1 Learner Support, including DBS: dealing with Learner disabilities, financial hardship and arranging pastoral support of Learners;
  - 10.2.2 Learner Counselling: Learner counselling services are to be made available through university services. Learners also have access to NHS counselling and chaplaincy services. Therapeutic counselling is to be provided for a limited period (such period to be agreed between the Education Provider and Placement Provider) for Learners who have been referred to it by occupational health;
  - 10.2.3 Prizes and awards: the Education Provider is to arrange and provide for Learner prizes;
  - 10.2.4 Learner Occupational Health; and
  - 10.2.5 Careers Advice: provided in close contact with NHS England, this service helps Learners find the right speciality. A requirement of the GMC, it also helps reduce problems later in their training and working lives.
- 10.3 The Education Provider will be responsible for funding the following teaching and learning services:
- 10.3.1 Academic teaching: provision of academic content and delivery of academic teaching and learning associated with the academic component of the UGM programme;
  - 10.3.2 Curriculum development and management, including all non-clinical aspects of the UGM programme; and
  - 10.3.3 Equipment: equipment required to deliver academic teaching.
- 10.4 The Education Provider will be responsible for funding the following roles and posts:
- 10.4.1 Academic roles: provision of all other roles. Examples of academic roles include year tutors, curriculum leads, assessment leads, personal tutors and a range of other Education Provider based roles supporting the delivery of the academic components of the UGM programme.

## **11 Placement Provider Funding responsibilities**

- 11.1 The Placement Provider will be responsible for funding the following corporate functions:
- 11.1.1 Staff Development - Clinical: Clinical teaching CPD, for example, training the clinical trainers, clinical trainers attending Academy of Medical Educators or The Association of the Study of Medical Education events;
  - 11.1.2 IT infrastructure: provision of IT infrastructure including ensuring PCs are available to Learners including wireless access on site including appropriate infrastructure and software to support remote consultations; and
  - 11.1.3 Knowledge and Library services – NHS: Library and knowledge management services should be available to all Learners and staff. Appropriate knowledge



services and learning space within the library should be available at all hospital sites together with facilities to access IT and learning facilitation.

- 11.2 The Placement Provider will be responsible for funding the following student services:
- 11.2.1 Accommodation and travel: Accommodation and travel relating to clinical Placements in secondary care.
- 11.3 The Placement Provider will be responsible for funding the following teaching and learning services:
- 11.3.1 Clinical Training in clinical setting: delivery of clinical content that needs to be undertaken in a clinical environment. This includes clinical Placement introduction and induction weeks which are provided by clinicians on Education Provider premises. Clinicians providing clinical input into the design of clinical training undertaken in a clinical setting would be NHS tariff funded;
- 11.3.2 Equipment: equipment required to deliver clinical teaching; and
- 11.3.3 Student Selected Components (SSCs): Clinical Placements chosen by the Learners.
- 11.4 The Placement Provider will be responsible for funding the following roles and posts:
- 11.4.1 Clinical roles: clinical roles directly involved in the delivery of clinical teaching. Examples include Clinical Tutors supporting clinical Placement activity based at the Placement Provider responsible for activities at the Placement Provider; and
- 11.4.2 Clinical roles – local CEA awards: local CEA for Placement Provider consultants working for medical schools in 'Education Provider' roles.

## **12 Locally Negotiated Arrangements**

- 12.1 Any proposals made by the Education Provider and Placement Provider in relation to any Locally Negotiated Arrangements identified in clauses 12.2 below shall be agreed between the Parties.
- 12.2 The following activity may be Locally Negotiated Arrangements:
- 12.2.1 Clinical examinations including Observed Structured Long Examination Records (OSLERs), Objective Structural Clinical Examinations (OSCEs) or similar: examiners are largely NHS clinicians. All examiners shall require training beforehand to maintain a fair and reasonable quality standard. Exams may take place in Education Providers, Placement Providers or neutral territory (e.g., a hired conference facility);
- 12.2.2 Electives: electives are an integral part of UGM programmes. Learners are encouraged to experience healthcare in a different setting, including gaining experience in overseas settings. Elective programmes vary by medical school and may include opportunity for students to engage in activities that are not patient facing and may be closely linked to the global health learning of the course;
- 12.2.3 Local Clinical Excellence Awards: the employer (Placement Provider) may agree with the Education Provider to pass on any element of the local CEA associated with UGM educator salary recharge;
- 12.2.4 E-learning: technology-assisted learning, encompassing current methods such as telematics and virtual learning, as well as emergent related technologies that facilitate learning;

- 12.2.5 Learner Support - in circumstances where additional pastoral support of Learners may be offered - where appropriate, locally negotiated arrangements may be agreed between the Education Provider and the Placement Provider;
- 12.2.6 Learner Counselling: where appropriate, locally negotiated arrangements may be agreed between the Education Provider and the Placement Provider;
- 12.2.7 Prizes and awards: where appropriate, locally negotiated arrangements may be agreed between the Education Provider and the Placement Provider;
- 12.2.8 Learner Occupational Health: where appropriate, locally negotiated arrangements may be agreed between the Education Provider and the Placement Provider; and
- 12.2.9 Careers advice: where appropriate, locally negotiated arrangements may be agreed between the Education Provider and the Placement Provider.

### 13 Regional Medical School Liaison Committee

#### 13.1 Each Party must:

- 13.1.1 appoint one of its Representative Members to give and receive notices and other communications for the purposes of the Regional Medical School Liaison Committee;
- 13.1.2 appoint its Representative Member(s) to the Regional Medical School Liaison Committee in accordance with clause 13.3 below; and
- 13.1.3 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Regional Medical School Liaison Committee.

#### Regional Medical School Liaison Committee membership

- 13.2 The Regional Medical School Liaison Committee is an arrangement established by agreement of the Parties as the focus for discussion of matters relating to this TPA-UGME and the pursuit of the objectives and performance of the function of this TPA-UGME.
- 13.3 The membership of the Regional Medical School Liaison Committee will contain the following Representative Members from each Party:

NHS England	Education Provider	Placement Provider
<ul style="list-style-type: none"> <li>• Medical Director (Undergraduate);</li> <li>• Head of Education Funding – UGM&amp;D Commissioning;</li> <li>• Regional Postgraduate Dean;</li> <li>• Regional Head of Finance; and</li> <li>• Regional Director (optional).</li> </ul>	Representatives from the medical schools in the Region: <ul style="list-style-type: none"> <li>• Vice/Pro Dean or Head of MBChB course; and</li> <li>• UG Primary Care Head of Teaching;</li> <li>• Finance Director.</li> </ul>	Representatives from NHS Trusts and/or NHS Foundation Trusts in the Region, such representatives to be a: <ul style="list-style-type: none"> <li>• CEO or</li> <li>• Finance director;</li> <li>• Medical Director;</li> <li>• UG Primary Care Head of Teaching.</li> </ul>

13.4 The period of the appointment of each Representative Member of the Regional Medical School Liaison Committee will be decided by the Party appointing that representative.

### **Meetings**

13.5 In accordance with the terms of reference for the Regional Medical School Liaison Committee meetings of the Regional Medical School Liaison Committee will be:

13.5.1 held twice annually, or as otherwise agreed by the Parties from time to time;

13.5.2 held face-to-face or as otherwise agreed by the Parties from time to time; and

13.5.3 convened by the Administrator who will set dates for the year in advance and issue agenda papers 2 weeks prior to the meeting by e-mail to each Representative Member.

13.6 Nominated deputies shall be agreed with the Chair.

13.7 The quorum for conducting a meeting of the Regional Medical School Liaison Committee is the attendance of at least one representative of each of the Parties as set out in the table in clause 13.3.

## **14 Purpose of the Regional Medical School Liaison Committee**

14.1 In accordance with the terms of reference for the Regional Medical School Liaison Committee, the purpose of the Regional Medical School Liaison Committee is to:

14.1.1 facilitate collaboration and sharing of best practice between the Representative Members;

14.1.2 seek to ensure consistency, transparency, and the alignment of best practice in monitoring the quality of the Learning Environment and in financial models across all seven (7) NHS England Regions; and

14.1.3 consider any innovative proposals for use of NHS Tariff.

## **15 Objectives of the Regional Medical School Liaison Committee**

15.1 In accordance with the terms of reference for the Regional Medical School Liaison Committees, the objectives of the Regional Medical School Liaison Committee is to:

15.1.1 provide a partnership forum for the collective discussion and agreement of the financial elements of support for medical undergraduate clinical teaching including tariff and non-tariff components;

15.1.2 provide a forum for the collective planning and allocation of available funds to support a balance of clinical teaching and activity across the full range of suitable clinical Placements within community and hospital settings;

15.1.3 review all quality management and related data from undergraduate and postgraduate sources and thus facilitate continued improvement in the delivery of a high- quality Learning Environment and appropriate allocation of resources;

15.1.4 support delivery of national policy and strategy relating to Undergraduate Medical Education including for example, any relevant components of the NHS England Mandate to ensure appropriate and transparent use of the tariff to deliver high quality undergraduate medical clinical Placements;

NHS Education Funding Agreement Schedule 4 Part B  
Tri-Partite Agreement for Undergraduate Medical Education (TPA-UGME)

- 15.1.5 support and spread innovation and best practice across the continuum of medical education and training, including widening participation, access for medical Learners and delivery of innovation in course delivery and curriculum; and
  - 15.1.6 support the aims of the medical undergraduate expansion ensuring geographical equity to support challenged healthcare economies.
- 15.2 In accordance with the terms of Guidance, the Regional Medical School Liaison Committees shall meet to discuss and agree the following:
- 15.2.1 the Education Provider's defined Learner outcomes for each clinical Placement and how the Representative Members can facilitate Learners meeting those objectives, in accordance with paragraph 17 and point 2, paragraph 18 of Annex B of the Guidance;
  - 15.2.2 any Changes to the delivery of curricula or assessment which have an impact on clinical Placement capacity to ensure that it is deliverable within the resources available, in accordance with point 3, paragraph 18 of Annex B of the Guidance;
  - 15.2.3 ensuring that adequate resources are available to facilitate each clinical Placement, in accordance with point 3, paragraph 18 of Annex B of the Guidance;
  - 15.2.4 ensuring each Representative Member has access to information on arrangements governed by this TPA-UGME, and in particular, on the Funding allocated to Placements, in accordance with point 4, paragraph 18 of Annex B of the Guidance; and
  - 15.2.5 usage of Funding and the quality of the clinical Placement learning environment and the achievement by Learners of the required outcomes, in accordance with paragraph 17 of Annex B of the Guidance.
- 15.3 The Regional Medical School Liaison Committee does not have delegated responsibility to make decisions that bind the Parties, and accordingly the Regional Medical School Liaison Committee does not itself make binding decisions on behalf of the Parties in relation to their respective functions.
- 15.4 The Regional Medical School Liaison Committee may make recommendations to the Parties, which each Party may adopt in accordance with its own Governing Documents, and a recommendation of the Regional Medical School Liaison Committee will only be binding on a Party to the extent it is accepted by that Party.
- 15.5 Where a consensus is not reached regarding a recommendation in accordance with clause 15.4, NHS England's Medical Director (Undergraduate) may have a casting vote.
- 15.6 Any recommendations of the Regional Medical School Liaison Committee, whether arrived at by consensus or by casting vote in accordance with clause 15.5 above, will be communicated to each Party by its representative, and each Party will take its own decision in respect of the recommendation.

## **16 Local Medical School Liaison Committee**

16.1 Each Party must:

- 16.1.1 appoint a member of its Staff to represent it at meetings of the Local Medical School Liaison Committee and to give and receive notices and other communications for the purposes of the Local Medical School Liaison Committee; and
- 16.1.2 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Local Medical School Liaison Committee.

16.2 Operational decisions relating to a single organisation that have no impact on other organisations may be decided at meetings of the Local Medical School Liaison Committee. Such meetings and decisions shall be made in accordance with the terms of reference of the Local Medical School Liaison Committee (published by NHS England and as may be updated or superseded from time to time).

## **17 Suspension of the Services**

17.1 If a Suspension Event occurs and NHS England reasonably believes that it is necessary to suspend any Service in accordance with the NHS Education Funding Agreement with immediate effect, NHS England will notify the relevant Parties and the Parties agree that NHS England may take such immediate action in respect of any affected Service as NHS England considers necessary, provided that NHS England must promptly report the circumstances of the suspension to all affected Parties, and any affected Party may call a meeting of the Regional Medical School Liaison Committee under clause 13.5 to discuss the suspension of the affected Service and to agree any further measures in respect of the Services.

## **18 Record keeping**

18.1 NHS England (or, if the Parties agree, another Party) will keep notes of all proceedings and agreements of the Regional Medical School Liaison Committee and must circulate copies to all Parties (whether or not present or represented at the relevant meeting) by e-mail as soon as reasonably practicable.

18.2 Subject to clause 18.3, the Parties acknowledge that records of the Regional Medical School Liaison Committee, as well as information relating to the NHS Education Funding Agreement and Services circulated within the Regional Medical School Liaison Committee, are confidential, and each Party must treat such records and information as it would its own confidential information.

18.3 Each Party may share the information referred to in clause 18.2 on a confidential basis with its employees and/or any other Central Government Body on the basis that it informs its employees and/or such Central Government Body of the confidential nature of the information before it is disclosed.

18.4 Where the Placement Provider is an NHS Trust or NHS Foundation Trust, the Placement Provider shall provide an annual Accountability Report to a named individual at NHS England (and NHS England shall notify the relevant Placement Provider of such individual from time to time).

18.5 The Education Provider shall provide an annual Accountability Report to a named individual at NHS England (and NHS England shall notify the relevant Education Provider of such individual from time to time).

## **19 Notices**

19.1 Any notices given under this Agreement must be in writing and must be served by hand or post, to the address for the relevant Party set out at the beginning of this Agreement, or by e-mail to the address provided by the Parties to each other from time to time.

19.2 Notices:

19.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;

19.2.2 by hand will be effective upon delivery;

19.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

## **20 Dispute resolution**

- 20.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis within the Forum.
- 20.2 Where any dispute is not resolved under clause on an informal basis, the Parties shall follow the procedure set out at clause 61 (Multi-tiered dispute resolution procedure) of the NHS Education Funding Agreement.

## **21 Conflicts of interest**

- 21.1 Each Representative Member of the Regional Medical School Liaison Committee must abide by all policies of its appointing Party in relation to conflicts of interest.
- 21.2 The Parties shall follow the procedure set out in clause 58 (Conflicts of Interest) of the NHS Education Funding Agreement for dealing with any actual, potential, or perceived conflict of interest.

## **22 Change Control Process for Changes**

- 22.1 A Change may be proposed in writing to the Chair by either:
- 22.1.1 the Regional Medical School Liaison Committee; or
  - 22.1.2 the Local Medical School Liaison Committee.
- 22.2 Where a written request for a Change is proposed in accordance with clause 22.1, the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Regional Medical School Liaison Committee or the Local Medical School Liaison Committee (as appropriate) to the Chair three (3) weeks of the date of the request.
- 22.3 The Parties to this Agreement, the relevant Regional Medical School Liaison Committee, and the Chair shall meet within four (4) weeks following the submission of the Change Control Note in accordance with clause 22.2 to discuss the proposed Change.
- 22.4 Each Change Control Note shall contain:
- 22.4.1 the title of the Change;
  - 22.4.2 the originator and date of the request or recommendation for the Change;
  - 22.4.3 the reason for the Change;
  - 22.4.4 full details of the Change, including any specifications;
  - 22.4.5 the price, if any, of the Change;
  - 22.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
  - 22.4.7 a schedule of Funding if appropriate;
  - 22.4.8 details of the likely impact, if any, of the Change on other aspects of this Agreement including:
    - (i) the timetable for the provision of the Change;
    - (ii) the personnel to be provided;

- (iii) the Funding;
- (iv) the training to be provided;
- (v) working arrangements;
- (vi) other contractual issues;
- (vii) the date of expiry of validity of the Change Control Note; and
- (viii) provision for signature by the Parties.

22.5 For each Change Control Note submitted in accordance with this clause 22 the Chair shall:

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

22.5.2 evaluate the Change Control Note and, as appropriate:

- (i) request further information; or
- (ii) seek the agreement of the Parties to the Change, and in the event such agreement is provided arrange for three copies of the Change Control Note to be signed by or on behalf of the Parties; or
- (iii) notify the Parties of the rejection of the Change Control Note.

22.6 A Change Control Note signed by the Parties shall constitute an amendment to this Agreement.

22.7 The form of Change Control Note is detailed in schedule 6 – Change Control Notice

22.8 Until such time as a Change is made in accordance with this Change Control Process, the Parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

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

### **23 Variations to this Agreement**

23.1 Variations which are Changes will be addressed in accordance with clause 22.

23.2 Any variation to this Agreement will only be effective if it is made in writing, agreed by the Regional Medical School Liaison Committee, and signed by all the Parties.

23.3 Variations cannot conflict with the NHS Education Funding Agreement and in the event of any conflict between the terms of this Agreement, as varied, and the terms of the NHS Education Funding Agreement the NHS Education Funding Agreement will take precedence.

#### **National Variation**

23.4 NHS England may propose changes to the terms of this Agreement but no proposed changes shall come into effect until a National Variation has been issued by NHS England. A National Variation shall be a document setting out the proposed changes and the effect that those changes shall have on any of the terms of this Agreement.

23.5 The Parties acknowledge that any National Variation may be mandated by NHS England, in which case the National Variation shall be deemed to have taken effect on the date that NHS England mandates the National Variation.

23.6 If the Provider refuses to accept a National Variation, NHS England may terminate this Agreement by giving the Provider not less than 3 months' written notice following the issue of a notice that that National Variation is refused.

## **24 Termination**

24.1 Subject to clause 24.2, without affecting any other right or remedy available to it, the Placement Provider and/or the Education Provider may terminate this Agreement at any time with the written agreement of NHS England subject to providing twelve 12 months' notice in writing. At the discretion of NHS England this notice period may be reduced where NHS England determines that is reasonable to do so.

24.2 Unless otherwise specified by NHS England, any termination right exercised in accordance with clause 24.1 above shall only take effect once the student academic year for the year in which the termination right has been exercised has come to an end.

## **25 Consequence of expiry or termination**

25.1 The Parties to this Agreement recognise their continuing responsibilities in relation the performance of functions and liabilities under this Agreement. This liability extends, insofar as is required beyond expiry of termination of this Agreement.

25.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

## **26 Governing law and jurisdiction**

26.1 Save as provided under clause 26.2 each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

26.2 Where this agreement is with an NHS Body this may amount to an NHS Contract within the meaning of the National Health Service Act 2006, where this is the case the dispute mechanism under that statute shall apply.



## **Annex 1 - Funding**

### **Education Providers**

- Other NHS funding supporting undergraduate medical education (mechanism will be the annual Accountability Report).
- Provision of undergraduate medical education data collections in required timescales.

### **Placement Providers**

- Assurance on the use of undergraduate medical tariff (mechanism will be the annual Accountability Report).