

**Schedule 4 Part A - Tri-Partite Agreement for Undergraduate Dental Education
(TPA-UGDE)**

DRAFT

Contents

1	Definitions and Interpretation	3
2	Commencement, duration and status of this TPA-UGDE	8
3	Principles of the TPA-UGDE	9
4	Functions of the TPA-UGDE	10
5	Tariff Payments.....	10
6	Funding	11
7	Education Provider Roles	11
8	Placement Provider Roles.....	13
9	NHS England Roles	14
10	Education Provider Funding responsibilities	15
11	Placement Provider Funding responsibilities.....	16
12	Joint Education Provider and Placement Provider Funding responsibilities.....	18
13	Locally Negotiated Arrangements	18
14	Regional Dental School Liaison Committee	18
15	Purpose of the Regional Dental School Liaison Committee.....	19
17	Local Dental School Liaison Committee	21
18	Suspension of the Services	21
19	Record keeping.....	21
20	Notices.....	22
21	Dispute resolution	22
22	Conflicts of interest	22
23	Change Control Process for Changes.....	22
24	Variations to this Agreement	24
26	Consequence of expiry or termination.....	24
27	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 Dental Education (**TPA-UGDE**). A TPA-UGDE 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-UGDE shall be used where the Education Provider and the Placement Provider are being funded from the Dental undergraduate tariff by NHS England to provide undergraduate Dental training.
- (b) This TPA-UGDE governs the sharing of responsibilities in order to deliver undergraduate Dental training, and sits alongside the Parties' respective NHS Education Funding Agreement and any Placement Agreement entered into by the Education Provider and Placement Provider.

1 Definitions and Interpretation

- 1.1 In this TPA-UGDE, 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-UGDE 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-UGDE shall prevail. If there is any conflict between the terms of this TPA-UGDE 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-UGDE, the following terms shall have the following meanings:

Term	Meaning
------	---------

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

Term	Meaning
Accountability Report	The annual UGDE accountability report in the form prescribed by NHS England from time to time.
Administrator	The person appointed by the Regional Dental School Liaison Committee to that function.
BDS	Bachelor of Dental Surgery degree
Central Government Body	<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>
Chair	The Medical Director (Undergraduate Education) of NHS England.
Change	<p>An amendment to any of the following:</p> <ul style="list-style-type: none"> • Locally Negotiated Agreements • Funding arrangements • Changes to the delivery of the curricula or assessment which underpin Placements, <p>in accordance with the Change Control Process.</p>
Change Control Notice	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process.
Change Control Process	The change control process referred to in clause 23.
Devolved Funding	Funding that is delegated to the Education Provider to manage clinical Placements on NHS England's behalf.

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

Term	Meaning
Education Provider	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.
Education Provider Staff	Staff employed or engaged by the Education Provider.
Elective	<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>
Exposure Prone Procedures	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.
Forum	Regional Dental School Liaison Committee
Governing Documents	The constitution, standing financial instructions, scheme of delegation, and/or other document overseeing the governance of a Party.
Guidance	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).
Local Dental School Liaison Committee	An operational group established in accordance with clause 17 of this TPA-UGDE to facilitate collaboration and sharing of best practice between NHS England, local Education and Placement Providers in accordance with its terms of reference published by NHS England from time to time.
Locally Negotiated Arrangements	<p>Arrangements that have been negotiated between the Parties on a local level and which are related to local flexibilities allowed for within the Guidance. These arrangements are a defined split locally negotiated between the Education and Placement Providers. The 'parties' in this context mean the Education Provider and the Placement Provider.</p> <p>Each Party will be responsible for funding their costs, in the event that joint funding arrangements are not negotiated locally between the Parties where local flexibilities are allowed for within the Guidance.</p>

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

Term	Meaning
National Dental School Liaison Committee	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 Dental undergraduate tariff financial models across the Regions in accordance with its terms of reference published by NHS England from time to time.
National Variation	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.
NHS Education Funding Agreement	The agreement 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.
Personal Tutor	The point of contact within the Education Provider, who provides a pastoral role throughout the degree. The Personal Tutor may give advice about which elective modules to choose, write a reference for job or postgraduate study applications or give advice on personal matters that might be affecting a Learner's studies.
Placement	<p>Any arrangement in which a Learner spends a block of time and longitudinal placements 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>
Placement Agreement	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.

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

Term	Meaning
Placement Provider	The organisation that provides practice clinical Placements pursuant to an NHS Education Funding Agreement, and is named in the parties section above.
Placement Provider Staff	Staff employed or engaged by the Placement Provider.
Region	Any one or more of the seven NHS England geographical regions which are set out as follows: (i) East of England, (ii) London, (iii) Midlands, (iv) North East and Yorkshire, (v) North West, (vi) South East, (vii) South West.
Regional Dental School Liaison Committee	A strategic group established in each of the Regions in accordance with clause 14 of this TPA-UGDE to facilitate collaboration and sharing of best practice between NHS England, local Education and Placement Providers in accordance with its terms of reference published by NHS England from time to time.
Representative Member	A member of a Regional Dental School Liaison Committee.
Service User	A patient or service user for whom a Provider has statutory responsibility.
Services	The services provided or to be provided under Schedule 1 (Services) of the respective Education Provider's and Placement Provider's NHS Education Funding Agreement.
Simulated Dental Learning Environment	Clinical skills simulation unit.

Term	Meaning
Suspension Event	<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 twelve 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>
Tariff Payment	A Dental undergraduate tariff payment as specified in the Guidance.
UGDE	Undergraduate dental education.

2 Commencement, duration and status of this TPA-UGDE

- 2.1 This TPA-UGDE 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-UGDE 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-UGDE consistent with the NHS Education Funding Agreement (as varied).

3 Principles of the TPA-UGDE

- 3.1 In consideration of performing their respective obligations under this TPA-UGDE 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-UGDE. 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-UGDE 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-UGDE. The Education Provider and Placement Provider should look to enable appointments being made in a timely fashion to prevent interruption of delivery of the programme.
- 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 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-UGDE, 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-UGDE

- 4.1 The function of this TPA-UGDE 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 the needs of the local population that inform the Learner needs 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 paragraphs 16 and 18 of Annex E of the Guidance, through:
 - 4.1.3.1 the joint sharing of information;
 - 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 18 of Annex E, Education Providers and Placement Providers shall ensure that any changes to the delivery of curricula or assessment which have an impact on clinical Placement capacity and delivery are discussed and agreed with the Placement Provider and NHS England to ensure that they are deliverable within the resources available.
- 4.3 NHS England will ultimately need to review and agree any proposed Locally Negotiated Arrangements to ensure consistency and equity in the access to additional Funding across the Regions.
- 4.4 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 with the terms of the NHS Education Funding Agreement it holds with the Education Provider or Placement Provider, as the case may be.

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, the Commissioner 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;

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

- 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; 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 the 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, Dental undergraduate tariff funding is only applicable to Learners who are part of the Office for Students (OfS) annual Undergraduate dental 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 11 of Annex E 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 2 (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-UGDE 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 GDC) 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 dental 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 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 Dentists Act 1984 and all Applicable Law;
- 7.1.4.2 Preparing for Practice (2015 revised edition), published by the GDC and as may be updated or superseded from time to time;
- 7.1.4.3 Standards for Education, published by the GDC 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 GDC 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;
- 7.1.8 acting as a main focus for strategic, administrative and management functions in delivering the undergraduate dental 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 GDC 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;
- 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);
 - 7.1.13.3 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour;
- 7.1.14 providing support and opportunities for all Parties to play a role in curriculum development and review of the undergraduate dental course at meetings of the Regional Dental School Liaison Committee in accordance with the objectives of the

Regional Dental School Liaison Committee set out in clause 16 and via meetings of the Local Dental School Liaison Committee;

- 7.1.15 collecting and analysing a range of data including data on equality and diversity in line with the requirements of the Data Protection Legislation;
- 7.1.16 managing any Devolved Funding for the delivery of clinical Placements in general practice and the private, independent and voluntary sectors, 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;
- 7.1.17 assuring NHS England on the use of any Devolved Funding for delivery of clinical Placements in general practice and the private, independent and voluntary sectors for the intended purposes;
- 7.1.18 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;
- 7.1.19 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;
- 7.1.20 working in partnership with placement providers to agree placement session delivery for the period covered by the Undergraduate Dental Education data collections that are submitted to NHS England as the data submitted informs the NHS England Education Contract finance schedules with Placement Providers; and
- 7.1.21 Promoting the NHS England National Education and Training Survey (NETS) and promoting completion by their Learners.

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-UGDE:
 - 8.1.1 direct staff teaching time within a clinical placement;
 - 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 Preparing for Practice (2015 revised edition) published by the GDC;
 - 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 GDC);
 - 8.1.5 ensuring that Placement Provider Staff undertaking designated undergraduate dental teaching and assessment roles have sufficient protected time in their job plans to carry out teaching and assessment;

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

- 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 Dental Education. If the Parties agree, where Placement 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; and
- 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.

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-UGDE:
 - 9.1.1 ensuring that the NHS dental 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 Dental 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 dental 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 dental 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 dental 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: academic/support/technical/tutors.
 - 10.1.2 Staff development, university induction, development of clinical teachers (HEI/NHS employed). For example, calibration of clinical supervisors in UGD assessments and training on patient administration and patient record systems.
 - 10.1.3 Marketing of dental undergraduate course.
 - 10.1.4 Dental undergraduate admissions.
 - 10.1.5 Quality and standards of education internal and external (GDC).
 - 10.1.6 Registry services, enrolment of dental undergraduate student documentation on progress including fitness to practice.
 - 10.1.7 University IT services including technology assisted learning and electronic student portfolios.
 - 10.1.8 University library services.
 - 10.1.9 University general data protection regulation (GDPR) responsibilities.
- 10.2 The Education Provider will be responsible for funding the following student services:
- 10.2.1 Student support including DBS and hardship fund.
 - 10.2.2 Student counselling, student at risk structures and mental health/well-being support.
 - 10.2.3 Prizes and awards.
 - 10.2.4 Student occupational health.
 - 10.2.5 Employability and career advice.
 - 10.2.6 Fitness to practice and disciplinary structures.
- 10.3 The Education Provider will be responsible for funding the following teaching and learning services:
- 10.3.1 Academic teaching, academic content, curriculum design and delivery. Academic teaching activity should be identified in individual job plans.
 - 10.3.2 Laboratory/project and technical support and materials (non-clinical years/provision).
 - 10.3.3 Support for extracurricular opportunities such as short-term research fellowships/experience (for example, INSPIRE).
 - 10.3.4 Simulation that is part of the academic offering required for development of clinical skills and is typically delivered outside of places where patient care is delivered.
- 10.4 The Education Provider will be responsible for funding the following roles and posts:
- 10.4.1 Organisation, planning and execution of assessment for all 5 years.
 - 10.4.2 Academic roles/posts.
 - 10.4.3 Administrative posts relating to the management of and administrative support for the delivery of the BDS curriculum (that is, timetabling, student support, exams and assessment). Excluding that which crosses over into patient interface.

10.4.4 BDS curriculum leadership roles, such as senior tutor, dean for education, head of school/dean, assessment lead, and all leadership roles associated with leadership and delivery of the curriculum.

10.5 The Education Provider will be responsible for funding the following space, facilities and uniforms:

10.5.1 Lecture theatres, tutorial rooms and study space. Simulated dental learning environments including equipment and materials used in simulated dental learning environments.

10.5.2 Student common room.

10.5.3 Laboratory space and materials for biomedical education, such as anatomy/museum.

10.5.4 Cleaning and maintenance of academic spaces.

10.5.5 If uniforms are mandated by the Education Provider, the Education Provider is responsible for funding these.

11 Placement Provider Funding responsibilities

11.1 The Placement Provider will be responsible for funding the following corporate functions:

11.1.1 Recruitment of NHS funded staff involved in the delivery of clinical placements.

11.1.2 Financial management of dental undergraduate tariff and undergraduate Placement activity.

11.1.3 Induction of staff employed to deliver or support clinical teaching. Undergraduate dental student NHS induction that includes NHS statutory and mandatory training, basic life support including medical emergencies for adults and children, safeguarding, infection control and standard placement provider protocols.

11.1.4 Staff employed to deliver or support student clinical teaching should have the same access to staff development as peers not involved in student clinical teaching.

11.1.5 All appropriate checks for staff holding honorary contracts or Placement Provider contracts.

11.1.6 Staff employed to deliver or support clinical teaching should have an equitable approach to DBS checks as peers not involved in student clinical teaching.

11.1.7 Clinical IT services, patient administration systems, electronic record/bespoke dental record system/radiology/radiography. IT access at each dental chair including accessibility to appropriate university systems (for example, portfolio).

11.1.8 Hospital library services.

11.1.9 Clinical quality processes that underpin safe and effective care on student teaching clinics.

11.1.10 Information governance structures.

11.2 The Placement Provider will be responsible for funding the following teaching and learning services:

11.2.1 Clinical teaching activity should be identified in individual job plans.

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

- 11.2.2 Dental nurse support to facilitate safe dental treatment for patients and for student learning. Dedicated 1 to 1 chairside support when required to support student clinical development.
 - 11.2.3 Provision of clinical Placements to cover the human disease curriculum.
 - 11.2.4 Simulation that enhances the clinical learning experience, clinical safety or clinical assessment linked to: a) a specific patient receiving care from a student, b) a specific clinical setting, or c) preparation for management of the acutely unwell person in the dental setting.
- 11.3 The Placement Provider will be responsible for funding the following roles and posts:
- 11.3.1 Contribution to pool of examiners.
 - 11.3.2 Actors used for clinical scenarios in examinations and assessments.
 - 11.3.3 NHS service roles/posts.
 - 11.3.4 Administrative and clinical records.
 - 11.3.5 Staff costs to support robust management of student placements including patient appointments.
- 11.4 The Placement Provider will be responsible for funding the following space, facilities and uniforms:
- 11.4.1 Clinical facilities for students to undertake treatment of patients.
 - 11.4.2 Space needed to deliver the teaching and assessments within the clinical placement.
 - 11.4.3 Equipment, including PPE and instruments and appropriate dental materials necessary to undertake treatment patients.
 - 11.4.4 Laboratory services to support patient care. Locally agreed key performance indicators (KPIs) should be in place for the Placement Provider to monitor the timeliness of turnaround times for laboratory work to ensure that turnaround times do not affect students' progress on the undergraduate dental programmes.
 - 11.4.5 Decontamination facilities for dental instruments and equipment.
 - 11.4.6 Facilities for students whilst on placement such as changing rooms, showers, study space, space to take breaks.
 - 11.4.7 Where undergraduate dental students are treating patients in a range of Placement Provider settings, including community outreach, the placement activity is funded from the dental undergraduate tariff.
 - 11.4.8 Expectation that dental undergraduate clinical environment is well maintained and there is a rolling programme of refurbishment/replacement of dental equipment for example, dental chairs and radiology equipment to ensure that equipment and materials available to dental undergraduate students keeps pace with innovation and current standards of NHS clinical practice.
 - 11.4.9 If clinical uniforms are mandated by the individual Placement Provider policy, the Placement Provider is responsible for funding these.

12 Joint Education Provider and Placement Provider Funding responsibilities

12.1 The following funding responsibilities are between the Education Provider and the Placement Provider:

- 12.1.1 Contribution to interviews for prospective Bachelor of Dental Surgery students.
- 12.1.2 Accommodation and travel for clinical placements.
- 12.1.3 Personal tutors.
- 12.1.4 NHS occupational health services to ensure safety of the dental undergraduate student.
- 12.1.5 Any academic and clinical teaching activity that is rechargeable between the Education Provider and Placement Provider should be transparent, clearly identified in individual job plans and agreed between the Education and Placement Provider.
- 12.1.6 Actors used for clinical scenarios, for example teaching communications skills and patient assessment.
- 12.1.7 Clinical dental undergraduate examinations and assessment.
- 12.1.8 Joint roles/posts.
- 12.1.9 Access to use of facilities should reflect the funding mechanisms used to create them.
- 12.1.10 Provision of dental undergraduate uniforms is dependent on Education and Placement Provider local policies.

13 Locally Negotiated Arrangements

13.1 Any proposals made by the Parties in relation to any Locally Negotiated Arrangements identified in clauses 10-12 above shall be agreed between the Parties.

14 Regional Dental School Liaison Committee

14.1 Each Party must:

- 14.1.1 appoint one of its Representative Members to give and receive notices and other communications for the purposes of the Regional Dental School Liaison Committee;
- 14.1.2 appoint its Representative Member(s) to the Regional Dental School Liaison Committee in accordance with clause 14.3 below; and
- 14.1.3 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Regional Dental School Liaison Committee.

Regional Dental School Liaison Committee membership

14.2 The Regional Dental School Liaison Committee is an arrangement established by agreement of the Parties as the focus for discussion of matters relating to this TPA-UGDE and the pursuit of the objectives and performance of the function of this TPA-UGDE.

14.3 The membership of the Regional Dental School Liaison Committee will contain the following Representative Members from each Party:

NHS England	Education Provider	Placement Provider
<ul style="list-style-type: none"> • Medical Director (Undergraduate Education); • Head of Education Funding – UGM&D Commissioning; • Senior Undergraduate Business Manager; • Postgraduate Dental Dean; • Regional Director (optional); and • Head of Finance. 	<ul style="list-style-type: none"> • Dental School Deans/Heads of Dental Schools; • HEI Finance. 	<ul style="list-style-type: none"> • Representatives of Secondary and Community Trusts, Primary Care and Outreach Placement Providers: • Trust CEO or Finance Director; • Senior Primary Care and Outreach representatives.

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

Meetings

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

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

14.5.2 convened by the Administrator who will set dates with a minimum of six weeks' notice and issue agenda papers one week prior the meeting by e-mail to each Representative Member.

14.6 Nominated deputies shall be agreed with the Chair.

14.7 The quorum for conducting a meeting of the Regional Dental School Liaison Committee is the attendance of at least one representative of each of the Parties as set out in the table in clause 14.3.

15 Purpose of the Regional Dental School Liaison Committee

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

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

15.1.2 seek to ensure consistency, transparency, and the alignment of best practice in monitoring the quality of the Learning Environment and in dental undergraduate tariff financial models across all seven NHS England Regions; and

15.1.3 consider any innovative proposals for use of NHS Tariff.

16 Objectives of the Regional Dental School Liaison Committee

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

NHS Education Funding Agreement Schedule 4 Part A
Tri-Partite Agreement for Undergraduate Dental Education (TPA-UGDE)

- 16.1.1 provide a collaborative forum for the collective discussion and agreement of the financial elements of support for Undergraduate Dental Education clinical teaching including associated funding;
 - 16.1.2 provide a regional forum for the collective planning and allocation of available Undergraduate Dental Education funds to support a balance of clinical teaching and activity across the full range of suitable Placements within a range of settings;
 - 16.1.3 review all quality management and related data from undergraduate and postgraduate dental education sources and thus facilitate continued improvement in the delivery of a high-quality learning environments and appropriate allocation of Undergraduate Dental Education resources;
 - 16.1.4 support delivery of national policy and strategy relating to Undergraduate Dental Education including for example, any relevant components the NHS England Mandate to ensure appropriate and transparent use of the Undergraduate Dental Education funding to deliver high quality Undergraduate Dental Education clinical Placements;
 - 16.1.5 support and spread innovation and best practice across the continuum of dental education and training, including widening participation, access for undergraduate dental students and delivery of innovation in course delivery and curriculum.
- 16.2 In accordance with the terms of Guidance, the Regional Dental School Liaison Committees shall meet to discuss and agree the following:
- 16.2.1 The discussing of 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 paragraphs 16 and 17 of Annex E of the Guidance;
 - 16.2.2 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 E of the Guidance;
 - 16.2.3 ensuring that adequate resources are available to facilitate each clinical Placement, in accordance with point 3, paragraph 18 of Annex E of the Guidance;
 - 16.2.4 ensuring each Representative Member has access to information on arrangements governed by this TPA-UGDE, and in particular, on the Funding allocated to Placements, in accordance with point 4, paragraph 18 of Annex E of the Guidance; and
 - 16.2.5 usage of Funding and the quality of the clinical Placement learning environment and the achievement by Learners of the required outcomes, in accordance with paragraphs 16 and 17 of Annex E of the Guidance.
- 16.3 The Regional Dental School Liaison Committee does not have delegated responsibility to make decisions that bind the Parties, and accordingly the Regional Dental School Liaison Committee does not itself make binding decisions on behalf of the Parties in relation to their respective functions.
- 16.4 The Regional Dental 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 Dental School Liaison Committee will only be binding on a Party to the extent it is accepted by that Party.

- 16.5 Where a consensus is not reached regarding a recommendation in accordance with clause 16.4, NHS England's Senior Responsible Officer (Undergraduate) may have a casting vote.
- 16.6 Any recommendations of the Regional Dental School Liaison Committee, whether arrived at by consensus or by casting vote in accordance with clause 16.5 above, will be communicated to each Party by its representative, and each Party will take its own decision in respect of the recommendation.

17 Local Dental School Liaison Committee

17.1 Each Party must:

17.1.1 appoint a member of its Staff to represent it at meetings of the Local Dental School Liaison Committee and to give and receive notices and other communications for the purposes of the Local Dental School Liaison Committee; and

17.1.2 respond promptly to all requests for, and promptly offer, appropriate information or proposals relevant to the operation of the Local Dental School Liaison Committee.

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

18 Suspension of the Services

18.1 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 Dental School Liaison Committee under clause 14.5 to discuss the suspension of the affected Service and to agree any further measures in respect of the Services.

19 Record keeping

19.1 NHS England (or, if the Parties agree, another Party) will keep notes of all proceedings and agreements of the Regional Dental 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.

19.2 Subject to clause 19.3, the Parties acknowledge that records of the Regional Dental School Liaison Committee, as well as information relating to the NHS Education Funding Agreement and Services circulated within the Regional Dental School Liaison Committee, are confidential, and each Party must treat such records and information as it would its own confidential information.

19.3 Each Party may share the information referred to in clause 19.2 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.

- 19.4 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).
- 19.5 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).

20 Notices

- 20.1 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.
- 20.2 Notices:
- 20.2.1 by post will be effective upon the earlier of actual receipt, or five Operational Days after mailing;
 - 20.2.2 by hand will be effective upon delivery;
 - 20.2.3 by e-mail will be effective when sent in legible form subject to no automated response being received.

21 Dispute resolution

- 21.1 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.
- 21.2 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.

22 Conflicts of interest

- 22.1 Each Representative Member of the Regional Dental School Liaison Committee must abide by all policies of its appointing Party in relation to conflicts of interest.
- 22.2 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.

23 Change Control Process for Changes

- 23.1 A Change may be proposed in writing to the Chair by either:
- 23.1.1 the Regional Dental School Liaison Committee; or
 - 23.1.2 the Local Dental School Liaison Committee.
- 23.2 Where a written request for a Change is proposed in accordance with clause 23.1, the Regional Dental School Liaison Committee or the Local Dental School Liaison Committee (as appropriate) shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Regional Dental School Liaison Committee or the Local Dental School Liaison Committee (as appropriate) to the Chair three weeks of the date of the request.

23.3 The Parties to this Agreement, the relevant Regional Dental School Liaison Committee, and the Chair shall meet within four weeks following the submission of the Change Control Note in accordance with clause 23.2 to discuss the proposed Change.

23.4 Each Change Control Note shall contain:

23.4.1 the title of the Change;

23.4.2 the originator and date of the request or recommendation for the Change;

23.4.3 the reason for the Change;

23.4.4 full details of the Change, including any specifications;

23.4.5 the price, if any, of the Change;

23.4.6 a timetable for implementation, together with any proposals for acceptance of the Change;

23.4.7 a schedule of Funding if appropriate;

23.4.8 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.

23.5 For each Change Control Note submitted in accordance with this clause 23 the Chair shall:

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

23.5.2 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.

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

23.7 The form of Change Control Note is detailed in Schedule 6 – Change Control Notice.

23.8 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.

23.9 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.

24 Variations to this Agreement

- 24.1 Variations which are Changes will be addressed in accordance with clause 23.
- 24.2 Any variation to this Agreement will only be effective if it is made in writing, agreed by the Regional Dental School Liaison Committee, and signed by all the Parties.
- 24.3 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

- 24.4 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.
- 24.5 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.
- 24.6 If the Provider refuses to accept a National Variation, NHS England may terminate this Agreement by giving the Provider not less than three months' written notice following the issue of a notice that that National Variation is refused.

25 Termination

- 25.1 Subject to clause 25.2, 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 months' notice in writing. In partnership with the Provider and at the discretion of NHS England this notice period may be reduced where it is reasonable to NHS England to do so, provided that twelve months' notice has been provided.
- 25.2 Unless otherwise specified by NHS England, any termination right exercised in accordance with clause 25.1 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.

26 Consequence of expiry or termination

- 26.1 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.
- 26.2 Termination or expiry of this Agreement does not affect any accrued rights or remedies under this Agreement or any other agreement between the Parties.

27 Governing law and jurisdiction

- 27.1 Save as provided under clause 27.2 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.

- 27.2 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.

DRAFT

Annex 1 - Funding

Education Providers

- Other NHS funding supporting Undergraduate Dental Education, Teaching Grant funding from The Office for Students and student tuition fees (mechanism will be the annual Accountability Report).
- Provision of Undergraduate Dental Education data collections in required timescales.

Placement Providers

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