

Tri-Partite Agreement (TPA)

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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 (**TPA**). A TPA 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**).

It is agreed:

1 Definitions and Interpretation

1.1 In this TPA, 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 References to Schedules shall be references to Schedules in the NHS Education Funding Agreement.

1.1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes any gender.

1.1.4 The headings in this TPA will not affect its interpretation.

1.1.5 Where either the Education Provider or the Placement Provider has entered into a Placement Agreement, the terms of this TPA shall prevail. If there is any conflict between the terms of this TPA and the terms of the NHS Education Funding Agreement, the terms of the NHS Education Funding Agreement will prevail.

1.1.6 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to paragraphs in the Guidance shall be replaced as necessary by updated references where the Guidance is updated or superseded.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 defined terms and the interpretation section of the NHS Education Funding Agreement, the following terms shall have the following meanings:

Term	Meaning
Change	An amendment to any term of this Agreement in accordance with the Change Control Process.
Change Control Note	The written record of any Change agreed or to be agreed by the Parties pursuant to the Change Control Process in the form set out in Annex 1 of this TPA.
Change Control Process	The change control process referred to in clause 15 of this TPA.
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Education and Training Tariff guidance published by the Department of Health and Social Care (as may be updated and/or superseded from time to time and which may be published in future by the Department of Health and Social Care or NHS England).
Tariff Payment	A tariff payment as specified in the Guidance.

2 Commencement, duration and status of this TPA

2.1 This TPA comes into effect on the date set out in the Letter of Coordination, 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 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 consistent with the NHS Education Funding Agreement (as varied).

3 Principles of the TPA

3.1 In consideration of performing their respective obligations under this TPA and the NHS Education Funding Agreement, the Parties must:

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.

4 Functions of the TPA

4.1 The function of this TPA 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 accordance with the Parties' respective intentions and ambitions; and

4.1.2 provide the range of Services as detailed in Schedule 1 of their respective NHS Education Funding Agreements.

5 Tariff Payments

5.1 A Placement in England that attracts a Tariff Payment must meet the criteria set out in the Guidance. Tariff Payments will be made in accordance with the terms of the NHS Education Funding Agreement and Guidance.

6 Funding allocation

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, in line

with the Guidance, provided that it is anticipated that the NHS Education Funding Agreement will ordinarily be the appropriate Funding route.

- 6.2 In agreement with NHS England, and in line with the NHS Education Funding Agreement, the Services may be sub-contracted as appropriate, and Funding will be co-ordinated through the main party of the NHS Education Funding Agreement.
- 6.3 The Funding will meet the terms of the NHS Education Funding Agreement, and be displayed in Schedule 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:
- 7.1.1 in accordance with its duties to the Regulator, providing assurance that each Placement meets the outcomes and standards required by the Regulator (as may be revised and or superseded from time to time by the Regulator);
 - 7.1.2 ensuring that it meets all Regulator requirements at all times;
 - 7.1.3 designing curricula and associated assessments in accordance with:
 - 7.1.3.1 Regulator standards, guidance and conditions;
 - 7.1.3.2 Professional body guidance, where appropriate;
 - 7.1.3.3 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;
 - 7.1.4 managing the delivery of the approved curricula including specifying defined learning outcomes and assessment criteria;
 - 7.1.5 providing a clear and robust fitness to practise policy and process that meets Regulator requirements;
 - 7.1.6 engaging with Placement Providers to appropriately protect Service Users and take appropriate steps to learn from any incidents to provide any required updates of teaching to Learners;

- 7.1.7 managing and enhancing the quality of Programmes;
- 7.1.8 monitoring the effectiveness and quality of academic and clinical teaching and facilities for Placements by specifying components of feedback and by making site visits;
- 7.1.9 providing information, support and guidance to Learners including:
 - 7.1.9.1 academic support;
 - 7.1.9.2 general support; and
 - 7.1.9.3 information on who to contact during Placements should Learners experience harassment of any kind,
- 7.1.10 jointly with the Placement Provider, ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour;
- 7.1.11 managing any Funding for the delivery of Placements in general practice and the private, independent and voluntary sectors as appropriate and determined by NHS England;
- 7.1.12 assuring NHS England on the use of any Funding for Placements and any other investment for the intended purposes;
- 7.1.13 having appropriate systems and processes in place to supply information to NHS England to support education commissioning and financial planning that includes completion of Placement activity returns and in accordance with Schedule 5; and
- 7.1.14 supporting the sharing of research between the Parties, and enabling cross organisational mechanisms to ensure that research across education and training can take place.

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:
 - 8.1.1 making available Staff and practical support needed to deliver the teaching and assessment of appropriate parts of the curriculum in an appropriate environment, in agreement with the Education Provider;

- 8.1.2 supporting the Education Provider to comply with the requirements set out by Regulators;
- 8.1.3 participating in the Education Provider's quality assurance processes and NHS England quality processes in line with Regulator standards and NHS England Education Quality Framework requirements to support the management and development of Placements;
- 8.1.4 releasing Staff to complete the training needed to be recognised teachers and to take part in professional development and quality assurance activities;
- 8.1.5 ensuring that 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;
- 8.1.6 enhancing curricula development by facilitating and encouraging the engagement of appropriate Staff in the teaching of Learners;
- 8.1.7 working 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;
- 8.1.8 providing Learners with information on who to contact during Placements should Learners experience harassment of any kind;
- 8.1.9 ensuring that reasonable steps are taken to prevent harassment of Learners and provide support to Learners if they experience such behaviour; and
- 8.1.10 supporting the sharing of research between the Parties, and enabling cross organisational mechanisms to ensure that research across education and training can take place.

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:
 - 9.1.1 encouraging collaboration and partnership working with Education Providers and Placement Providers, and assisting with the facilitating, supporting and enabling of high-quality Programmes and Placements;

- 9.1.2 ensuring that the NHS workforce has the right skills, behaviours, and training and is available in the right numbers to support the delivery of excellent healthcare;
- 9.1.3 implementing and creating national policy relating to healthcare education and training, including informing and influencing the refinement of the Guidance;
- 9.1.4 providing advice and supporting the implementation of the education and training tariff as set out in the Guidance;
- 9.1.5 ensuring and enabling Placement learning environments to meet the requirements of NHS England's Quality Framework;
- 9.1.6 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;
- 9.1.7 asserting influence to initiate additional Placement capacity across the healthcare system in support of growth of the professions; and
- 9.1.8 engaging with both Education Providers and Placement Providers in the development of the Guidance.

10 Placement Agreement

- 10.1 The Parties agree that the Education Provider and Placement Provider may, at their discretion, enter into a Placement Agreement.

11 Suspension of the Services

- 11.1 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, the Parties agree that NHS England may take such immediate action in respect of any affected Service as NHS England considers necessary and such Suspension Event shall apply to this TPA, provided that NHS England must promptly report the circumstances of the suspension to all affected Parties.

12 Notices

- 12.1 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.

12.2 Notices:

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

12.2.2 by hand will be effective upon delivery;

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

13 Dispute resolution

13.1 Where any dispute arises in connection with this Agreement, all Parties must use their best endeavours to resolve that dispute on an informal basis.

13.2 Where any dispute is not resolved under clause on an informal basis, the Parties shall follow the procedure set out at clause 62 (Multi-tiered dispute resolution procedure) of the NHS Education Funding Agreement.

14 Conflicts of interest

14.1 Each Party representative must abide by all policies of its appointing Party in relation to conflicts of interest.

14.2 The Parties shall follow the procedure set out in clause 59 (Conflicts of Interest) of the NHS Education Funding Agreement for dealing with any actual, potential, or perceived conflict of interest.

15 Change Control Process

15.1 Either Party may submit a written request for Change to the other party in accordance with this clause 15, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both Parties.

15.2 If either Party requests a Change, it will send to the other Party a Change Control Note.

15.3 If, following a Party's receipt of a Change Control Note pursuant to clause 15.1 or clause 15.2:

15.3.1 the Parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement;

15.3.2 either Party does not agree to any term of the Change Control Note, then the other Party may refer the disagreement to be dealt with in accordance with the dispute resolution procedure at clause 13 of this Agreement.

15.4 Each Party will bear its own costs in relation to compliance with the Change Control Procedure.

15.5 Any Change made cannot conflict with the terms of the NHS Education Funding Agreement.

15.6 Change Control process is to be utilised as per the NHS Education Funding Agreement and Annex 1.

16 Variations to this Agreement

16.1 Any variation to this Agreement will only be effective if it is made in writing, agreed and signed by all the Parties, and notified via Annex 1.

16.2 Variations cannot conflict with the NHS Education Funding Agreement.

17 Termination

17.1 Subject to clause 13.2, 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.

17.2 Unless otherwise specified by NHS England, any termination right exercised in accordance with clause 17.1 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.

18 Consequence of expiry or termination

18.1 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 or termination of this Agreement.

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

19 Governing law and Jurisdiction

- 19.1 This Agreement will be considered as an agreement made in England and will be subject to the laws of England.
- 19.2 Save as provided under clause 19.2 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.
- 19.3 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 - Change Control Note

CCN Number:

Title of Change	
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Change Control Notice (CCN to the following agreement):		
Agreement name		Date of Agreement
Tri-Partite Agreement (General)		
Date Change Requested	Date CCN Raised	Expiry date of CCN

Originator
<p>Name:</p> <p>Company:</p> <p>Telephone:</p> <p>Email:</p>

Clauses and Schedules affected

Associated Change Control Notices		
CCN No.	Name of Agreement	Date of Agreement

Reason for change

Description of Change

Changes to TPA

Impact of change on other agreement provisions

Timetable for implementation

Acceptance	
Signed for and on behalf of: Health Education England	Signed: Print Name: Title: Date:
Signed for and on behalf of [PLACEMENT PROVIDER]:	Signed: Print name: Title: Date:
Signed for and on behalf of [EDUCATION PROVIDER]:	Signed: Print name: Title: Date: