

OXFORDSHIRE CLINICAL COMMISSIONING GROUP BOARD

Date of Meeting: 31 January 2019	Paper No: 19/13
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Title of Paper: Thames Valley and Surrey Local Health & Care Records programme Partnership Agreement summary

Paper is for: <small>(please delete tick as appropriate)</small>	Discussion	✓	Decision		Information	
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Conflicts of Interest <small>(please delete tick as appropriate)</small>	
No conflict identified	✓
Conflict noted: conflicted party can participate in discussion and decision	
Conflict noted, conflicted party can participate in discussion but not decision	
Conflict noted, conflicted party can remain but not participate in discussion	
Conflicted party is excluded from discussion	

Purpose and Executive Summary:
 This document summarises the key elements of the draft Thames Valley and Surrey, Local Health and Care Record Exemplar (TVS LHCRE) Partnership Agreement. The Partnership Agreement is planned for signature by end January in order to enable the approval by Frimley Health NHSFT of the Contract Award to the selected supplier for the LHCRE data platform and the phased expenditure of the NHSE funding of £7.5m capital.

The purpose of the Partnership Agreement is to define the commitments and obligations in respect of the TVS LCHRE Programme between the partner health systems within the TVS footprint (Buckinghamshire, Oxfordshire, Berkshire West, Frimley, Milton Keynes, and Surrey), noting the role of Frimley Health FT as both recipient of the national LHCRE funding and the lead organisation for the Frimley ICS (Integrated Care System).

For practical reasons the TVS LCHR Partnership Agreement proposes that 7 organisations are party to the agreement, each representing their place/geography/ICS within the overall LHCRE footprint.

It is proposed that the organisation to enter into the agreement on behalf of Oxfordshire is the CCG, although this is not a fixed requirement.

The LHCRE Programme Board has decided that the programme costs are to be split by the 7 geographical areas pro-rata to their population.

The annual costs of the LHCRE programme for Oxfordshire are shown in the table below with some additional assumptions made about the profile of the running costs during the development phase of the LHCRE (and what will be covered by the national funding):

	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
	£	£	£	£	£	£	£	£
Capital Charges	12,416	35,695	264,387	256,627	248,867	241,108	233,348	225,588
Running Costs	0	266,050	354,733	354,733	354,733	354,733	354,733	354,733
Sub Total Costs	12,416	301,745	619,120	611,360	603,600	595,841	588,081	580,321
Cash Releasing Benefits	0	0	tbc	tbc	tbc	tbc	tbc	tbc
Total	12,416	301,745	619,120	611,360	603,600	595,841	588,081	580,321

The maximum cost annual cost of £619k occurs in 2020/21.

Work on benefits mapping is ongoing within the programme and therefore there remains uncertainty around this at present. The draft business case states the following:

- The LHCR is estimated to generate a cost benefit ratio in the range of 1.4:1 to 1.8:1
- The LHCR will provide tangible shorter-term benefits, these can be categorised in terms of direct care (improved efficiency and healthcare outcomes) and potential for disinvestments (reduction of expenditure in local data architectures).
- The LHCR will support short-term operational improvements, whilst serving as an enabler for longer-term benefits including as population health management.

The Partnership Agreement was reviewed by the Integrated System Delivery Board at its meeting on 15 January. It was proposed that the following recommendation(s) be made to the CCG Board:

1. That the CCG enters into the Agreement on behalf of the Oxfordshire system on the basis that the costs quoted represent maximum values
2. That the costs of the Agreement are the first call on CCG growth funding in any one year and therefore this value is recognised as not being available for local contract settlements.
3. That LHCRE Programme reviews the costs the draft costs with the aim of reducing them.
4. That the Programme puts in a place rigorous arrangements for benefits management that link to local systems to track and deliver the identified cash releasing benefits.

Engagement: clinical, stakeholder and public/patient:

Not Applicable

Financial Implications of Paper:

A request to approve new (multi-year investment) as presented in the Executive Summary.

Action Required:

The following recommendation(s) be made to the CCG Board for approval:

1. That the CCG enters into the Agreement on behalf of the Oxfordshire system on the basis that the costs quoted represent maximum values.
2. That the costs of the Agreement are the first call on CCG growth funding in any one year and therefore this value is recognised as not being available for local contract settlements.
3. That LHCRE Programme reviews the costs the draft costs with the aim of reducing them.
4. That the Programme puts in a place rigorous arrangements for benefits management that link to local systems to track and deliver the identified cash releasing benefits.

OCCG Priorities Supported (please delete tick as appropriate)

✓	Operational Delivery
✓	Transforming Health and Care
✓	Devolution and Integration
✓	Empowering Patients
✓	Engaging Communities
✓	System Leadership

Equality Analysis Outcome:

Not Applicable

Link to Risk:

Author: Andrew Fenton, Programme Director, Thames Valley and Surrey Local Health & Care Records programme

Clinical / Executive Lead: Gareth Kenworthy, Director of Finance

Date of Paper: 24 January 2019

Thames Valley and Surrey Local Health & Care Records programme Partnership Agreement summary - Principles and estimated Contributions

This document summarises the key elements of the draft TVS LCHR Partnership Agreement, to support discussions during January within STP and ICS groups across the footprint. The Partnership Agreement is planned for signature by end January in order to enable the approval by Frimley Health FT of the Contract Award to the selected supplier for the LCHR data platform (currently being procured), and the phased expenditure of the NHSE funding of £7.5m capital. [The timetable for the approvals process is in Appendix A.]

1. Introduction

In March 2018 NHS England and the Local Government Association invited proposals from NHS and local government partner organisations to participate in a programme of local health and care record exemplars in England. The programme is designed to support local areas that are already adopting best practice in the collection, protection, and use of health and care data to go further, faster and encourage others to follow swiftly in their footsteps.

A partnership of health and care organisations in Thames Valley and Surrey (TVS) submitted a bid in response to the invitation, and following a selection process led by NHS England, TVS was selected in June as one of the first wave of five Local Health and Care Record Exemplars (LHCRE).

The Thames Valley and Surrey bid to become a LCHRE identified Frimley Health NHS Foundation Trust as the host organisation for the programme and recipient of the national funding (£7.5m Public Dividend Capital over 2018/19 and 2019/20). A Funding Agreement has been developed and signed between Frimley Health, and NHS England & the Department of Health and Social Care (DHSC). The Funding Agreement sets out the funding arrangements for the Exemplar and to articulate the expectations and obligations on NHS England (the Authority), and Frimley Health FT (the Recipient). The Funding Agreement contains a Milestone plan with a series of capabilities that the TVS LCHRE is committed to delivering between October 2018 and March 2020, under these headings:

- Program Initiation
- Sharing across LCHREs
- Population Health
- Record Sharing
- Citizen Access
- Data Platform
- De-Identified Population Health
- Innovation

The purpose of the Partnership Agreement is to define the commitments and obligations in respect of the TVS LCHRE Programme between the partner health systems within the TVS footprint (Buckinghamshire, Oxfordshire, Berkshire West, Frimley, Milton Keynes, and Surrey), noting the role of Frimley Health FT as both recipient of the national LHCRE funding and the lead organisation for the Frimley ICS (Integrated Care System).

The partnership agreement document contains sections on –

- The overall general principles for the partnership agreement.
- The scope of spending commitments that will need to be jointly shared by the partners.
- Duration of the agreement.
- The commitments from Frimley Health FT (as Funding Recipient) and partner organisations – both financial and non-financial (the latter to be completed shortly, relating largely to programme involvement and Information Governance).
- Programme Governance and board membership.
- Other terms of the agreement.

2. Principles of the Partnership Agreement

The LHCR Board will be accountable for the overall delivery of the LHCRE objectives and ensuring these objectives are delivered within the approved budgets. General principles are that:

- The partners agree to work together in respect of the LHCR Programme in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement.
- The programme expenditure plan will be agreed by the LHCR Board, with business cases being required for procurements exceeding £100,000.
- The Programme Director is accountable for ensuring processes are in place for allocation and control of programme spending.
- The Finance Director of the Recipient (Frimley Health FT) accountable for accounting for expenditure against the budget, including compliance with agreed LHCR processes.
- Expenditure will be in accordance with Frimley Health’s Standing Financial Instructions
- It is recognised that expenditure in line with the agreed programme plan may be incurred by Frimley Health in advance of receipt of funding, and this will be met either from the £7.5m capital funding or from the LHCR partners
- There is no greater financial liability on Frimley Health than any other partner within the LHCRE (and no gain for Frimley Health either)
- There is complete transparency of the costs being incurred and future liabilities including;
 - Costs which may fall outside of the capital funding available
 - On-going revenue costs of maintaining the LHCR infrastructure once the capital funding is exhausted.
- The core asset will be depreciated over an 8-year period. As depreciation will be charged, at the end of this period Frimley Health will have the cash to fund an equivalent replacement. This will be regarded as “system cash” and its future use will be decided by the partners.

The LHCR Board will receive bi-monthly financial updates from Frimley Health.

3. Scope of spending commitments to be covered

The funding to be made available is £7.5m of PDC transferred from the DHSC to the lead provider, Frimley Health, to cover the two-year period 18/19 and 19/20; The funding is to be in payment for delivered output as described in the approved Milestones. The funding can only be applied to direct expenditure for the LHCR and not the development of local ICS/STP integrated care records programmes such as the Berkshire/Frimley “Connected Care” project, or for making these local projects LHCR-ready. (This will continue to be a local investment requirement).

The funding cannot be used for any NHS capital charges, depreciation charges or any other consequential revenue or capital run-on costs arising from the award, only the direct expenditure for creation of the capital asset.

Financial contributions from partner areas will need to cover:

- 3.5% interest and Depreciation on the £7.5m capital
- Revenue funding for the operation of the Data platform

Note that future sources of national funding for digital programmes may offset the actual financial contributions needed from partners, but in order for the programme to proceed commitments from the TVS partners are needed at this stage, prior to approval of a Full Business Case by Frimley Health FT, and award of the contract to the preferred supplier for the LCHR data platform (see section 4 below).

Overall capital charges and deprecation:

Capital charges		2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
PDC		70,000	201,250	240,625	196,875	153,125	109,375	65,625	21,875
Depreciation				1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Total		70,000	201,250	1,490,625	1,446,875	1,403,125	1,359,375	1,315,625	1,271,875
Note 1:									
PDC	-	4,000,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
Depreciation	-	-	-	1,250,000	2,500,000	3,750,000	5,000,000	6,250,000	7,500,000
Average Relevant Net Assets	-	4,000,000	7,500,000	6,250,000	5,000,000	3,750,000	2,500,000	1,250,000	-
PDC @ 3.5%		70,000	201,250	240,625	196,875	153,125	109,375	65,625	21,875
Note 2:									
- Depreciation applied over 6 years and on the basis that the asset/s being formed come into use at the end of 19/20									

Estimate of split by area (based on CCG populations):

Region	NHSE CCG	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Milton Keynes CCG	279,840	5,180	14,893	110,313	107,075	103,838	100,600	97,362	94,125
Oxfordshire CCG	670,692	12,416	35,695	264,387	256,627	248,867	241,108	233,348	225,588
Buckinghamshire ICS	537,204	9,945	28,591	211,766	205,551	199,335	193,120	186,905	180,689
West Berkshire ICS	488,714	9,047	26,010	192,651	186,997	181,343	175,688	170,034	164,380
Frimley ICS	749,215	13,869	39,874	295,341	286,673	278,004	269,336	260,668	251,999
Surrey Heartlands STP	868,385	16,075	46,216	342,318	332,271	322,224	312,177	302,129	292,082
East Surrey (part of Sussex & East Surrey STP)	187,339								
		3,468	9,970	73,849	71,682	69,514	67,347	65,179	63,012
Total	3,781,389	70,000	201,250	1,490,625	1,446,875	1,403,125	1,359,375	1,315,625	1,271,875

NB these figures are open to revision and may change based on the exact coverage of the TVS partnership, being finalised currently.

In addition to these capital costs, TVS partners will also contribute under the Partnership Agreement to the revenue costs of operating the Data Platform established through the procurement. These contributions will cover operational costs including contract management of the supplier, on-going Information Governance management, and Programme management etc. The Target Operating Model for the Data Platform will be developed further in Q4 of this year, and for the purposes of the Partnership Agreement these costs are estimated at £2m per year.

Split on the basis of population this would result in revenue contributions as follows:

Region	NHSE CCG Allocation Data (Population)	Proportion	Annual operating revenue contribution
Milton Keynes CCG	279,840	7%	£148,009
Oxfordshire CCG	670,692	18%	£354,733
Buckinghamshire ICS	537,204	14%	£284,131

West Berkshire ICS	488,714	13%	£258,484
Frimley ICS	749,215	20%	£396,264
Surrey Heartlands STP	868,385	23%	£459,294
East Surrey (part of Sussex & East Surrey STP)	187,339	5%	£99,085
Total	3,781,389	100%	£2,000,000

Maximum estimated annual contribution

Combining the estimated annual operating revenue contribution and the highest year for capital repayments (2020/21) identifies the estimated maximum level of total contribution for the capital and revenue costs of the LHCR programme and on-going data platform operation.

Region	Annual operating revenue contribution	Highest annual capital repayments (2020/21)	Maximum annual contribution
Milton Keynes CCG	148,009	110,313	258,322
Oxfordshire CCG	354,733	264,387	619,120
Buckinghamshire ICS	284,131	211,766	495,897
West Berkshire ICS	258,484	192,651	451,135
Frimley ICS	396,264	295,341	691,605
Surrey Heartlands STP	459,294	342,318	801,612
East Surrey (part of Sussex & East Surrey STP)	99,085	73,849	172,934
Total	£2,000,000	1,490,625	3,490,625

The basis of apportionment of financial contributions was agreed by the TVS LHRE Programme Board (1 Nov) as being the population of each geography within the TVS footprint. Alternative methods (eg based on an estimate of where benefits will occur) were not supported due to the complex and diverse range of benefits that the LCHRE will enable and the difficulties in both estimating and measuring in practice.

4. Business Case / benefits analysis

A Business Case is under development for approval by Frimley Health FT – Outline Business Case in January, and Full Business Case in February. The Introduction and Executive Summary of the OBC is included in Appendix B. The OBC identifies a Benefits / Costs ratio of up to 1.8:1, based on evidence on the direct benefits arising from records sharing at the scale of the TVS footprint combined with the potential for a level of disinvestment in local data architectures later in the timeframe of the business case (to 2026).

Andrew Fenton
Programme Director
4 Jan 2018

Appendix A – timetable

Timetable to complete three inter-dependent activities in order to confirm approval for the Data Platform supplier contract and LCHR Business Case:

1. Stage 3 of the Data Platform procurement (getting from 3 short-listed suppliers down to 1 preferred supplier)
2. The Partnership Agreement between Frimley Health FT (recipient of the LCHR funding) and the partner areas.
3. Outline Business, Full Business Case and Contract Award.

Week	3 Dec	10 Dec	17 Dec	24 Dec	31 Dec	7 Jan	14 Jan	21 Jan	28 Jan	4 Feb	11 Feb	18 Feb	25 Feb	4 Mar
Stage 3 (to preferred supplier)			17 – 19 /12 Presentations and dialogues		31/1 Response deadline		14/1 53 Moderation	25/1 Notification of intention to award						
Partnership Agreement								25/1 £ figures finalised		 31/1 Deadline for Agreement signatures				
Approval for Business Case and Contract Award						3/1 OBC to FHFT Board		11/1 OBC for approval in principle by Frimley Board		7/2 FBC & Contract to FHFT CDIC	14/2 FBC & Contract for approval by FHFT CDIC	18/2 FBC & Contract to FHFT Board members for e approval		1/3 Board approval of FBC and Contract Award

Draft Partnership Agreement text (final version to be available wb 7 Jan)



03 TVS LHCRE Board
01.11.18 Paper_3.doc (attached at end of document)

Appendix B – Outline Business Case Introduction & Executive summary (4 Jan 2019)

Introduction

In March 2018 NHS England and the Local Government Association invited proposals from NHS and local government partner organisations to participate in a programme of local health and care record exemplars in England. The programme is designed to support local areas that are already adopting best practice in the collection, protection, and use of health and care data to go further, faster and encourage others to follow swiftly in their footsteps.

A partnership of health and care organisations in Thames Valley & Surrey (TVS) submitted a bid in response to the invitation (supported by Frimley Health FT, STP leads, and multiple NHS organisations and Local Authorities), and following a selection process led by NHS England, TVS was selected in June as one of the first wave of five Local Health and Care Record exemplars (LHCR).

Thames Valley & Surrey is a partnership of the six health and care systems of Berkshire West, Buckinghamshire, Frimley, Milton Keynes, Oxfordshire, and Surrey Heartlands / East Surrey. We cover a population of 3.8m and have the greatest concentration of Integrated Care Systems and Global Digital Exemplars in the country.

The Thames Valley & Surrey bid to become a LHCR identified Frimley Health NHS Foundation Trust as the host organisation for the programme and recipient of the national funding (£7.5m Public Dividend Capital over 2018/19 and 2019/20). A Funding Agreement has been developed and signed between Frimley Health FT, and NHS England & the Department of Health and Social Care (DHSC). The Funding Agreement sets out the funding arrangements for the Exemplar and to articulate the expectations and obligations on NHS England (the Authority), and Frimley Health FT (the Recipient). The Funding Agreement contains a Milestone plan with a series of capabilities that the TVS LHCR is committed to delivering between October 2018 and March 2020, under these headings:

- Program Initiation
- Sharing across LHCRs
- Population Health
- Record Sharing
- Citizen Access
- Data Platform
- De-Identified Population Health
- Innovation

Under the sponsorship of STP leads Sir Andrew Morris, Fiona Wise, and Claire Fuller the programme has been mobilised and achieved the following since being selected as a Local Health & Care Records Exemplar in June:

- Established a Programme Board (chaired until recently by Sir Andrew Morris, new chair to be confirmed shortly).
- Appointed a Senior Responsible Officer (Julie Fisher).
- Appointed a Programme Director (Andrew Fenton).
- Established a core Delivery Working Group with active representation and involvement from across the partner areas.
- Developed the Milestone Plan identifying a range of digital capability developments in scope of the programme, a key element of the Funding Agreement signed in October with NHS England.

- Drafted a Partnership Agreement to underpin the long-term financial and non-financial commitments between Frimley Health FT and the partner health systems across the TVS footprint (for signed agreement by end January).
- Commenced a procurement process to select a preferred supplier (by end January) to work with us on creating the Data Platform component of the LHCR programme.
- Established a process to address the necessary Information Governance issues relating to the sharing and use of data arising from the programme.
- Established a process for communication / and engagement and co-production to ensure strong involvement with patients, the wider public, and health & care professionals; this has included two engagement events (July and December) and the first bulletin of the programme (November).
- Progressed the early milestones relating to digital capability developments, e.g. connections between records-sharing platforms in Oxon, Bucks and Berkshire.
- Developed an approach to supporting benefits realisation and transformation, with key links into Integrated Care Systems across the footprint developing to ensure a strong focus on enabling service change.
- Drafted the first version of the Programme Plan for the TVS LHCR.
- Secured external support where necessary to provide capacity and expertise into the programme – this has included inputs from Oxford AHSN, South Central and West CSU, and commercial supply partners.

This Outline Business Case seeks approval in principle for the investment by Frimley Health FT of the £7.5m Public Dividend Capital awarded by NHSE/DHSC and the estimated on-going revenue costs of running the TVS Data Platform – funded through contributions from the partner health systems (currently estimated at £2m per year).

The financial scope of this Outline Business Case is £19.5m.

The time period of expenditure the OBC relates to is 2018/19 to 2025/26 (8 years).

A **Full Business Case**, taking account of the pricing model of the preferred supplier of the Data Platform, and a Programme Budget, will be taken to the Commercial Development Investment Committee (CDIC) of Frimley Health FT on 14th February, seeking a recommendation to the Trust Board to approve the FBC (by e.governance) and the award of contract to the preferred supplier, by end February. This timescale for FBC and Contract award approval is necessary as the capital funding for 2018/19 has to be drawn down by the end of the financial year.

The Executive Summary below outlines briefly the key points of each section of this business case:

- Strategic
- Economic
- Financial
- Commercial
- Management

Executive Summary

The purpose of this document is to provide an outline business case for the 'data platform' being procured under the HSS framework (Health System Support framework) and associated programme milestones of the TVS LHCR. Wider transformation activities in the TVS LHCR, such as business change and training in new ways of working, do not form part of the business case. The document follows HM Treasury's 5 Case Model:

- **Strategic**
 - *Business Strategy:* Digital Local Health and Care Records (LHCRs) will underpin the business strategy of integrated models of care. This is a key strategic component of NHS' Five Year Forward View.
 - *Technology Strategy:* The LHCR under consideration will be based on an open standards approach in keeping with the Secretary of State's technology vision.
 - *Context:* Thames Valley & Surrey (TVS) has a suite of leading digital capabilities, ambitions, and track record; and is well positioned to execute and capitalise on the potential value of LHCRs.
- **Economic**
 - *Cost benefit ratio:* The LHCR is estimated to generate a cost benefit ratio in the range of 1.4:1 to 1.8:1
 - *Benefits:* The LHCR will provide tangible shorter-term benefits, these can be categorised in terms of direct care (improved efficiency and healthcare outcomes) and potential for disinvestments (reduction of expenditure in local data architectures).
 - *Costs:* The costs break down into £7.5m in upfront capital costs spread over the first two years, and £12.0m in on-going operating costs until 2026.
 - *Future:* The LHCR will support short-term operational improvements, whilst serving as an enabler for longer-term benefits including as population health management.
- **Financial**
 - *Partnership Agreement:* The financial basis for the business case follows the rubric detailed in the Partnership agreement drafted for the parties of the TVS programme. The principles for the business case are such that there is no greater financial liability on Frimley Health than on any other partner within the LHCR. The core asset will be depreciated over the eight-year period, at the end of which Frimley Health will have cash to fund an equivalent replacement.
- **Commercial**
 - Thames Valley & Surrey intend to procure a range of services to enable delivery of the LHCR including an integrated data layer to sit above, and integrate with, the existing shared care records within the LHCR footprint.
 - The platform shall enable health and care information to be integrated, de-duplicated and normalised to enable secure and Information Governance-compliant use of information supporting direct care including population health management.
 - The platform will be open-standards compliant to enable a range of digital services and applications to be supported.
 - The data platform provides a basis to run advanced population health intelligence that directly supports individual care, as well as gaining insights for how services can be improved (using anonymised data).
 - The platform will also enable interfaces with applications and digital services, for professionals and citizens, exploiting the open standards design of the system.
- **Management**
 - The LHCR will be overseen by a programme governance board, follow a milestone plan, and manage risks and report regularly in accordance with the NHSE Funding Agreement.

Thames Valley and Surrey LCHRE Programme Board paper

Date of Meeting: 1 st November 2018	Paper No: 03
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Title of Paper: Thames Valley and Surrey LCHRE Partnership Agreement (draft)

Paper is for:	Discussion	✓	Decision	✓	Information	
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<p>Purpose and Executive Summary: The purpose of the Partnership Agreement is to define the commitments and obligations in respect of the TVS LCHRE Programme between the partner health systems within the TVS footprint (Buckinghamshire, Oxfordshire, Berkshire West, Frimley, Milton Keynes, and Surrey), noting the role of Frimley Health FT as both recipient of the national LCHRE funding and the lead organisation for the Frimley ICS (Integrated Care System). <i>The paper here is an initial draft for review and approval as the basis for further development.</i></p>

<p>Engagement: clinical, stakeholder and public/patient: Initial discussion with group of finance leads for the partners areas (23/10)</p>
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<p>Financial Implications of Paper: The partnership agreement provides the basis for financial contributions from partner areas into the programme, including scope of contributions, calculation of total value, and the method for apportionment between areas.</p>

<p>Action Required: Review / approve for further development, completion and agreement / signature.</p>

<p>Author: Nigel Foster (Director of Finance, Frimley FT); Nick Reynolds (Assoc Director of Finance, Frimley Health).</p>
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Date of paper: 30.10.18

Conflicts of Interest	
No conflict identified	✓
Conflict noted: conflicted party can participate in discussion and decision	
Conflict noted, conflicted party can participate in discussion but not decision	
Conflict noted, conflicted party can remain but not participate in discussion	
Conflicted party is excluded from discussion	

Thames Valley and Surrey LHCRE

Partnership Agreement

Parties to the Agreement:

Frimley Health NHS Foundation Trust (the Funding Recipient)

... (for Buckinghamshire)

... (for Oxfordshire)

... (for Berkshire West)

... (for Milton Keynes)

... (for Surrey)

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1. Introduction

1.1 Context

In March 2018 NHS England and the Local Government Association invited proposals from NHS and local government partner organisations to participate in a programme of local health and care record exemplars in England. The programme is designed to support local areas that are already adopting best practice in the collection, protection, and use of health and care data to go further, faster and encourage others to follow swiftly in their footsteps.¹

The national programme intends to build on existing local leadership, accelerate the compliant, secure and ethical sharing of information to improve patient care locally and help spread benefits more rapidly across England. The aim is to do so by co-creating and co-designing the architectures and standards needed to enable information to be appropriately and safely accessed and used to enhance individual care to patients as their care is provided within different health and social care organisations. Through this programme will develop a set of national standards that all local health and care record initiatives across England will be required to follow.

A partnership of health and care organisations in Thames Valley and Surrey (TVS) submitted a bid in response to the invitation, and following a selection process led by NHS England, TVS was selected in June as one of the first wave of five Local Health and Care Record Exemplars (LHCRE).

The move towards integrated models of care in which health and care services are more closely organised around the person is a key feature of both the Five Year Forward View and the Integrated Care Systems (ICSs) emerging across the country. Such integration depends on timely access to a complete view of patients' records from all of the health and care services they use (the 'Longitudinal' record).

Local Health and Care Records (LHCRs) will provide the underlying technology required to do this efficiently and effectively across local health systems. By bringing the data into one place, they also provide an opportunity to analyse that data at scale to support a shift from reactive to proactive models of care that improve healthcare outcomes across a population and guide long-term planning decisions.

Critical to the success of these initiatives has been establishing trust with professionals and the public regarding the use of information. An important factor is the need to be transparent about who has the information, how it is to be used, and for what purpose.

Local Health and Care Record Exemplars will develop and deliver digital capabilities that address core outcomes for the national LHCRE programme;

- Health and care professionals involved in a person's care have safe and secure access in near real-time to a comprehensive care record and care plans that have been linked, de-duplicated and normalised to standard coding terminologies, comprising the pertinent individual level information they need to inform their care decisions, when and where they need it, fed from local systems and with links to the other Local Health and Care Record Exemplars;

¹ <https://www.england.nhs.uk/wp-content/uploads/2018/05/local-health-and-care-record-exemplars-summary.pdf>

- Citizens and carers are empowered to manage their own care through having access to, and being able to contribute to, their own health and care records.
- De-personalised information from the records is being used for real-time decision making to support the delivery of population health management approaches.
- Solutions are based on open standards and create a common longitudinal record for an individual regardless of the source systems contributing to that record.
- Demonstrating the ways in which the Exemplar has engaged and communicated to the public and professionals with evidence that those messages have been heard and understood, and any feedback acted upon with the aim of ensuring that solutions are used, usable and useful.
- Exemplar Local Health and Care Record solutions will be sharing, interoperating and consolidating relevant records with the other Local Health and Care Record solutions located in other Exemplars.

Thames Valley and Surrey is one of 5 Local Health and Care Record Exemplar areas which will design and deploy solutions which meet these and other related requirements, with the primary aim of supporting the delivery of higher quality, more integrated care services for individuals.

There is also opportunity to make better use of information from people's health and care records to understand more about health and disease, improve public health for the population, develop new treatments, monitor safety, and plan and deliver health and social care services more effectively. The Exemplars will provide a platform to explore the potential for use of data – in an anonymised form – to support other functions such as population health management and research.

Ultimately, the LCHRE programme has the aim of achieving a situation where people across the whole of England can have confidence that the health and care professionals that they interact with have near real-time access to the information that they need, regardless of where it was captured, to help them make the best decisions about their care.

1.2 Purpose and structure of this agreement

The Thames Valley and Surrey bid to become a LCHRE identified Frimley Health NHS Foundation Trust as the host organisation for the programme and recipient of the national funding (£7.5m Public Dividend Capital over 2018/19 and 2019/20). A Funding Agreement has been developed and signed between Frimley Health, and NHS England & the Department of Health and Social Care (DHSC). The Funding Agreement sets out the funding arrangements for the Exemplar and to articulate the expectations and obligations on NHS England (the Authority), and Frimley Health FT (the Recipient). The Funding Agreement contains a Milestone plan with a series of capabilities that the TVS LCHRE is committed to delivering between October 2018 and March 2020, under these headings:

- Program Initiation
- Sharing across LCHREs
- Population Health
- Record Sharing
- Citizen Access
- Data Layer
- De-Identified Population Health
- Innovation

The full Milestone Plan is embedded here

The purpose of this Partnership Agreement is to define the commitments and obligations in respect of the TVS LCHRE Programme between the partner health systems within the TVS footprint (Buckinghamshire, Oxfordshire, Berkshire West, Frimley, Milton Keynes, and Surrey), noting the role of Frimley Health FT as both recipient of the national LHCRE funding and the lead organisation for the Frimley ICS (Integrated Care System).

This document contains sections on –

- The overall general principles for the partnership agreement.
- The scope of spending commitments that will need to be jointly shared by the partners.
- Duration of the agreement.
- The commitments from Frimley Health FT (as Funding Recipient) and partner organisations – both financial and non-financial.
- Programme Governance and board membership.
- Other terms of the agreement.

2. General principles

The LHCRE Board will be accountable for the overall delivery of the LHCRE objectives and ensuring these objectives are delivered within the approved budgets. General principles are that:

- The partners agree to work together in respect of the LHCRE Programme in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement.
- The programme expenditure plan will be agreed by the LHCRE Board, with business cases being required for procurements exceeding **£100,000**
- The Programme Director is accountable for ensuring processes are in place for allocation and control of programme spending.
- The Finance Director of the Recipient (Frimley Health FT) accountable for accounting for expenditure against the budget, including compliance with agreed LHCRE processes.
- Expenditure will be in accordance with Frimley Health’s Standing Financial Instructions
- It is recognised that expenditure in line with the agreed programme plan may be incurred by Frimley Health in advance of receipt of funding, and this will be met either from the £7.5m capital funding or from the LHCRE partners
- There is no greater financial liability on Frimley Health than any other partner within the LHCRE (and no gain for Frimley Health either)
- There is complete transparency of the costs being incurred and future liabilities including;
 - Costs which may fall outside of the capital funding available
 - On-going revenue costs of maintaining the LHCRE infrastructure once the capital funding is exhausted.
- The core asset will be depreciated over a 10-year period. As depreciation will be charged, at the end of this period Frimley Health will have the cash to fund an equivalent replacement. This will be regarded as “system cash” and its future use will be decided by the partners.

The LHCRE Board will receive bi-monthly financial updates from Frimley Health.

3. Scope of spending commitments to be covered

The funding to be made available is £7.5m of PDC transferred from the DHSC to the lead provider, Frimley Health, to cover the two-year period 18/19 and 19/20; The funding is to be in payment for delivered output as described in the approved Milestones.

The funding can only be applied to direct expenditure for the LHCRE and not the development of local ICS/STP integrated care records programmes such as the Berkshire/Frimley “Connected Care” project, or for making these local projects LHCRE-ready. (This will continue to be a local investment requirement).

The funding cannot be used for any NHS capital charges, depreciation charges or any other consequential revenue or capital run-on costs arising from the award, only the direct expenditure for creation of the capital asset.

3.1 The scope of spending commitments and partner contributions

Define and describe further, with estimated total values where possible

3.2 3.5% interest and Depreciation on the £7.5m PDC

Capital charges	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
PDC	70,000	201,250	246,094	213,281	180,469	147,656	114,844	82,031	49,219	16,406
Depreciation			937,500	937,500	937,500	937,500	937,500	937,500	937,500	937,500
Total	70,000	201,250	1,183,594	1,150,781	1,117,969	1,085,156	1,052,344	1,019,531	986,719	953,906

Note 1:

PDC	4,000,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000
Depreciation			- 937,500 -	- 1,875,000 -	- 2,812,500 -	- 3,750,000 -	- 4,687,500 -	- 5,625,000 -	- 6,562,500 -	- 7,500,000
Average Relevant Net Assets	4,000,000	7,500,000	6,562,500	5,625,000	4,687,500	3,750,000	2,812,500	1,875,000	937,500	
PDC @ 3.5%	70,000	201,250	246,094	213,281	180,469	147,656	114,844	82,031	49,219	16,406

Note 2:

- Depreciation applied over 8 years and on the basis that the asset/s being formed come into use at the end of 19/20

3.3 Revenue funding for the operation of the data platform

Develop indicative estimates for future operational costs of the platform.....

3.4 Matched funding

It is a requirement of the funding agreement to provide a level of matched resourcing commensurate with the level of funding provided under this agreement and to demonstrate this as part of the milestone delivery.

The overall assessment of matched resources is only considered at a programme level, not at individual milestones. It is also only a requirement at the LHCRE level, not at individual geographies (so the match funding could be accounted for disproportionately (for example if individual geographies need to make more investment to make their local projects LHCRE-ready).

Matched funding can be a mixture of capital and revenue funding. Examples of things which could be included as match funding:

- Management time supporting the LHCRE programme
- Costs which can't legitimately be capitalised as part of the £7.5m
- The revenue consequences of the capital expenditure
- Local investments to make other schemes LHCRE ready

Funding received from other GDE or Provider Digitisation funding cannot be included as match funding.

Frimley Health will put in place a mechanism for estimating and capturing match funding from partners, so this can be demonstrated as part of the milestone plan to NHSE.

4. Duration

This Agreement shall come into effect on the [1st January 2019] and shall remain in force until [31st March 2028] to cover the expected useful life of the assets procured through this programme.

The partners acknowledge that the Services provided by the Thames Valley& Surrey LHCRE are integrated and depend upon the continuing involvement of all of the Parties. In entering into this Agreement, each Party undertakes to be bound by and comply in all respects with the terms of this Agreement until it expires.

In the event that the Programme is due to expire or terminate, the partners shall, as soon as is reasonably possible, work together to develop, implement and manage a mutually acceptable exit strategy (which shall set out principles in relation to matters including ownership of Programme assets, ownership of Programme intellectual property, and distribution of any cash assets).

The withdrawal of a party from this Agreement under clause 8.8 shall not terminate the Agreement as between the others.

5. Commitments of the Funding Recipient (Frimley Health)

Frimley Health NHS Foundation Trust will act as the financial host organisation for the funding agreement. This will include:

- The receipt of capital funding and owning of the 'capital asset'.
- The hosting of contracts with third party providers.
- Employment of staff supporting the project.
- Receipt of agreed recharges from other LHCRE partners.
- Accounting for costs and recharging of proportionate shares between partners (for which a modest charge to the project will be made).
- Maintaining a memorandum account of 'match funding' incurred by partners.

Frimley Health also has obligations under the Funding Agreement with NHS England: under section 4.3 of the Funding Agreement between the Funding Recipient and NHS England, Frimley Health FT commits to (excerpt from LHCRE Funding Agreement):

- a) Outlining and presenting the initial financial report profile and full funding cash flow forecast for 18/19 and 19/20 using the provided spreadsheet. The forecast needs to be completed and agreed with the Authority by the Recipient Finance Director
- b) Being accountable for the funding obligations in this Agreement. Local arrangements between the Provider Trust and other organisations will cover where funding and costs are recorded and responsibility for any consequential costs arising from the Award; and ownership of the capital asset will rest with the Recipient.
- c) Reporting on a regular (at least quarterly) basis and at Financial Year end on how the funding provided by the Award has been spent / invested.
- d) Completing the Statement of Planned Benefits template, and ongoing management of outcomes and benefit, this to be undertaken using a consistent set of benefits metrics across all Exemplars
- e) Providing details of matched resources applied against milestones, with the total value of matched resourcing to be commensurate with the level of funding provided under this Agreement in financial plans and reporting.
- f) Managing the PDC Utilisation Request process.
- g) Keeping separate, accurate and up to date accounts and records of the receipt and expenditure of the Funding Award monies received by it for a period of at least six years, following receipt of any Award monies to which they relate.
- h) Keeping separate, accurate and up to date accounts and records of the capital assets created through this Agreement and represent them on the Recipient's balance sheet.
- i) Allowing the Authority the right to review, at the Authority's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Award and shall have the right to take copies of such accounts and records. Any costs in relation to this review will be met by the Parties themselves.
- j) Complying and facilitating the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority at no further cost to the Authority.
- k) Utilising common procurement frameworks such as the Health Systems Support Framework

6. Commitments of the partner organisations

6.1 Financial – including basis of apportionment

Ownership of the capital asset/s will rest with Frimley Health, consequential costs of ownership and other costs arising from the funding award to be shared between all ICS/STP partners on the basis of a simple apportioned by raw (un-weighted) population.

Local arrangements for split of costs between commissioners and providers to be agreed by partners.

Basis of allocation (proposed) is on population size of the respective CCG area:

Region	NHSE CCG Allocation Data (Population)
Milton Keynes CCG	279,840
Oxfordshire CCG	670,692
Buckinghamshire ICS	537,204
West Berkshire ICS	488,714
Frimley ICS	749,215
Surrey Heartlands STP	868,385
East Surrey	187,339
Total	3,781,389

Representative split by region:

Region	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28
Milton Keynes CCG	5,180	14,893	87,591	85,163	82,735	80,307	77,878	75,450	73,022	70,593
Oxfordshire CCG	12,416	35,695	209,930	204,110	198,290	192,470	186,651	180,831	175,011	169,191
Buckinghamshire ICS	9,945	28,591	168,148	163,486	158,825	154,163	149,501	144,840	140,178	135,517
West Berkshire ICS	9,047	26,010	152,970	148,729	144,488	140,248	136,007	131,766	127,525	123,285
Frimley ICS	13,869	39,874	234,508	228,007	221,506	215,004	208,503	202,002	195,501	189,000
Surrey Heartlands STP	16,075	46,216	271,809	264,274	256,738	249,203	241,668	234,132	226,597	219,062
East Surrey	3,468	9,970	58,638	57,012	55,387	53,761	52,136	50,510	48,884	47,259
Total	70,000	201,250	1,183,594	1,150,781	1,117,969	1,085,156	1,052,344	1,019,531	986,719	953,906

For the avoidance of doubt the unanimous consent of the partners shall be required to change the basis on which costs are apportioned.

6.2 Non-financial

To cover;

- Supporting the aims and objectives of the TVS LCHRE programme.
- Active engagement and representative attendance at the TVS LCHRE programme board (see 8 below)
- Supporting alignment of digital transformation programmes at system-level with the LCHRE programme.

7 Programme governance & board membership

Each of the six health & care systems making up the TVS LHCRE footprint are represented on the Programme Board, the Terms of Reference for *which are embedded here*:

The organisations party to this agreement on behalf of their local health and care system will ensure appropriate attendance at the programme board meetings to represent their area.

8 Other terms of the agreement

(as needed – based on content of Connected Care partnership agreement)

8.1 Conditions of entry for additional partners

The partners acknowledge that additional partners may wish to become a party to this Agreement so that they may benefit from the shared patient record services being provided for the LHCRE (an “additional partner”).

Any decision to allow an additional partner to become a party to this Agreement shall be determined by the existing partners at a meeting of the Programme Board. The partners shall consider a range of issues in making this decision but as a minimum standard each additional partner shall meet those conditions set out in **Schedule X (Conditions of entry for Additional Partners)**.

Where the partners decide to admit an additional partner this must be by unanimous agreement of all of the partners not just those present at the Programme Board meeting. With effect from the date of the additional partners’ admittance to this Agreement, the definition of partners in this Agreement shall include the relevant additional partner.

8.2 Liability and indemnity

Any liability arising from any contract or activity reasonably undertaken by Frimley Health in relation to the LHCRE Programme; or any activity otherwise authorised by the partners through the Programme Board, shall be borne by the partners in the same proportion as the agreed apportionment of Programme costs (as set out in paragraph 7.1)

Any partner undertaking any activity or making decisions outside the authority given by the partners through a decision at a meeting of the Programme Board (an “unauthorised activity”) shall indemnify the other partners in respect of any direct losses suffered by another partner as a result of the unauthorised activity, and this clause shall apply in respect of Frimley Health to the extent that it acts outside its agreed authority or such reasonable authority as may be required to enable it to discharge its functions as the host organisation (as determined by this Agreement and the Programme Board).

In the event of a partner being in breach of any express provision of this Agreement by reason of wilful default or gross negligence (a “defaulting party”) which results in any:

- Contractor claim, then the defaulting party shall indemnify and keep the host organisation indemnified at all times from any such contractor claim save to the extent that any

contractor claim arises out of the breach of any express provision of this Agreement by the host organisation;

- loss or damage suffered by another partner, then the defaulting party shall be liable as against the partner suffering such loss or damage save to the extent that any loss or damage arises out of a breach of any provision of this Agreement by the partner suffering such loss or damage.

In the event of a partner causing a delay to any deliverables or dependencies of the Programme (a “delaying party”) which results in any:

- Contractor claim, then the delaying party shall indemnify and keep the host organisation indemnified at all times from any such contractor claim save to the extent that any contractor claim arises out of a delay to any deliverables or dependencies of the programme by the host organisation;
- loss or damage suffered by another partner, then the delaying party shall be liable as against the partner suffering such loss or damage save to the extent that any loss or damage arises out of a delay to any deliverables or dependencies by the partner suffering such loss or damage.

In the event of a partner requiring a change in scope, schedule or resource to any deliverables or dependencies of the Programme (a “changing party”) which results in any:

- additional cost payable to the contractor, then the changing party shall indemnify and keep the host organisation indemnified at all times from any such additional cost save to the extent that any additional cost arises out of a change in scope, schedule or resource to any deliverables or dependencies of the programme by the host organisation;
- loss or damage suffered by another partner, then the changing party shall be liable as against the partner suffering such loss or damage save to the extent that any loss or damage arises out of a change in scope, schedule or resource to any deliverables or dependencies by the partner suffering such loss or damage.

Each partner shall at all times take reasonable steps to minimise and mitigate any loss in respect of which it is entitled to bring a claim against any other partner pursuant to this Agreement.

8.3 Limitation of Liability

No partner limits its liability for:

- death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); or
- fraud by its employees; or
- breach of any indemnity provided under clause X
- breach of any indemnity provided under clause X (Data Protection).

Subject to this, in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise in connection with this Agreement the aggregate liability of any partner shall in no circumstances exceed the charges payable to the Contractor in the current Contract year.

8.4 Accounts

The host organisation shall maintain clear accounting records sufficient to provide a detailed audit trail of the finances in relation to the Programme (including finances relating to payments to contractors).

The partners shall make all payments due under this Agreement in accordance with the provisions of Section 6 and in a timely manner, thereby enabling the host organisation to meet its obligations.

8.5 Dispute resolution

If any dispute arises out of or in connection with this Agreement, the partner or partners in dispute shall first attempt to settle it by either of them making a written negotiation offer to the other or others, and during the 10 business days following receipt of the first such offer each of the partners in dispute shall negotiate and be represented by a senior person who has not had any direct day-to-day involvement in the matter and who has authority to settle the dispute.

If the partners are unable, or fail, to resolve the dispute within ten (10) Business Days of it being referred to a senior person authorised to settle the dispute, the matter shall be referred to the three STP Leads.

If the STP Leads are unable, or fail, to resolve the dispute within twenty one (21) days of it being referred to the STP Leads, any partner may refer the dispute for mediation in accordance this clause. No partner may commence any court proceedings/arbitration in relation to any dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other partners have failed or refused to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

In order to initiate mediation, any partner may give notice in writing (a "mediation notice") to the other requesting mediation of the dispute and shall send a copy thereof to the Centre of Dispute Resolution ("CEDR") or an equivalent mediation organisation as agreed by the partners asking them to nominate a mediator. The mediation shall commence within twenty (20) business days of the mediation notice being served. No partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 9 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the partners). The partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.

Without prejudice to any rights to seek redress in court, the partners shall continue to comply with their respective obligations under this Agreement notwithstanding any dispute or the implementation of the procedures set out in this clause.

8.6 Notices

Any notice or other communication required to be given to a partner under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next business day delivery service providing proof of delivery at its principal place of business.

Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt, or otherwise at 9.00am on the second business day after posting or at the time recorded by the delivery service.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall include e-mail.

8.7 Assignment

This Agreement is personal to the partners and shall not be assigned or otherwise transferred by any Party to a third party.

8.8 Partners right to withdraw

Each partner confirms that it has no intention to withdraw from the Programme arrangements (including this Agreement) during the term of the Agreement. Notwithstanding such confirmation, the partners have agreed certain processes and procedures, as set out in the remainder of this clause 8.8, which shall be followed in the event of withdrawal or partial withdrawal from the Programme arrangements.

In the event that it becomes aware of any potential withdrawal by (or the dissolution or abolition of) any partner, the partners at a meeting of the Programme Board shall undertake a risk assessment taking into account all relevant factors including but not limited to:

- the impact on the shared LHCRE records
- the impact on the financial position of the partnership
- the integrity and reputation of the Programme
- the viability of the Programme
- the costs implications for the remaining partners

A partner may be entitled to withdraw from the Programme arrangements and this Agreement during the term of the Agreement but subject to certain ongoing obligations (which shall be determined by the role of the partner in the LHCRE Programme).

A partner which makes a final decision to withdraw from this Agreement and the Programme arrangements shall not be entitled to any refund of any amounts or contributions which it has made or committed to make in connection with the Programme (and shall bear its own costs in relation to withdrawal).

If a partner wishes to withdraw from the Programme arrangements, it shall provide 6 months' written notice of its intention to withdraw to the Programme Board and the host organisation. Following receipt of such notice the Programme Board may require the partner to attend a meeting of the Programme Board in order to explain its reasons for proposing withdrawal (and during which the Programme Board may seek to challenge such reasons and/or propose measures to prevent withdrawal).

If the partner proceeds with withdrawal, then the partners at a meeting of the Programme Board shall, following due consideration, take such measures as are reasonably prudent to minimise any disruption which might be caused by such withdrawal and shall, if necessary, report to the STP Leads in relation to any risks identified and/or measures taken.

Any partner wishing to withdraw from the Agreement at the end of the initial term of the Agreement (and prior to any extension) shall inform the Programme Board and the host organisation of this decision no less than 6 months before the end of the initial term. The partner wishing to withdraw shall not receive any refund of funds which it has committed (or which have become due) to the Programme. This includes any share of the cash held by the host organisation for the acquisition of replacement assets. Furthermore, the partner shall remain liable for all of its obligations (including financial obligations) under this Agreement until the end of the term of the Agreement.

If any partner is likely to be dissolved or abolished prior to the end of the term of the Agreement (in circumstances where its functions and responsibilities will not be transferred to a successor body), then it shall inform the Programme Board, in writing, of such likelihood at the earliest opportunity. On receipt of such notification the Programme Board shall, following due consideration, take such measures as are reasonably prudent to minimise any disruption which might be caused by such dissolution and shall report to the STP Leads in relation to any risks identified and/or measures taken.

8.9 Confidentiality

The partners agree that they shall keep confidential all confidential information received from the other partners relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such confidential information.

This cause shall not apply to:

- any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement for the performance of those obligations;
- any matter which a partner can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause;
- any disclosure to enable a determination to be made under clause 8.5 (dispute resolution);
- any disclosure which is required pursuant to any Law placed upon the partner making the disclosure;
- any disclosure of information which is already lawfully in the possession of the receiving partner, prior to its disclosure by the disclosing partner;
- (without prejudice to the generality of this clause) compliance with the Freedom Of Information Act 2000

No partner shall advertise or make any public announcement regarding this Agreement without the prior written consent of the other partners and the prior approval of the Programme Board.

8.10 Compliance with laws

The partners shall at all times comply with all Laws including but not limited to the General Data Protection Regulations 2018 and will, where appropriate maintain a valid and up to date registration or notification under such Laws.

Each partner shall indemnify and keep indemnified the other partners against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other partners in respect of any breach of this clause by the partner.

Each partner shall grant to the other partners the right of reasonable access to all records of personal data relevant to this Agreement, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected.

8.11 Freedom of Information Acts and Environment Information Regulations

Each partner shall use all reasonable endeavours to assist the other partners in complying with their respective obligations imposed under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 including, where necessary, to provide each other with reasonable assistance in complying with any request for information relating to this Agreement.

8.12 Waiver and Severance

No failure or delay by any partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right or remedy.

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

8.13 Entire Agreement

Except where expressly provided otherwise in this Agreement, this Agreement (including the documents referred to in this Agreement) supersedes all prior representations and agreements between the partners (whether written or oral) relating to the subject matter of the Agreement, and sets forth the entire agreement and understanding between the partners.

Each partner warrants to the other that it has not relied on any representation or agreement (whether written or oral) not expressly set out or referred to in the Agreement.

8.14 Further assurance

Each partner shall do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

8.15 Third parties

This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a partner to this Agreement.

8.16 Governing law and jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.

8.17 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.