

## North West Anglia NHS Foundation Trust (NWAngliaFT) and the University of Leicester Strategic Partnership Agreement

### 1.0 Introduction

This Partnership Agreement sets out the criteria for working between North West Anglia NHS Foundation Trust (NWAngliaFT) and the College of Life Sciences, University of Leicester (the College). The aim is for the hospitals which make up NWAngliaFT to become Associated University Teaching Hospitals of the University of Leicester.

### 2.0 Principles

The organisations will collaborate with the purpose of strengthening the existing relations and ensuring NWAngliaFT can acquire Associated University Teaching Hospital status. The main objective of strengthening the partnership would be to complement and further develop multidisciplinary teaching and training, and translational, clinical and applied science research in a way that supports the needs of multidisciplinary clinical specialties at NWAngliaFT and the College. This would build on the existing teaching programmes across NWAngliaFT.

All parties will adopt the following principles. To:

- Collaborate and co-operate to allow NWAngliaFT to have Associated University Teaching Hospital status
- Build on the current strengths across all institutions to establish a world class centre of excellence for medical and allied health professional education, training and research
- Deliver the requirements of the partnership, and increase recruitment and retention of the medical and allied health professional and scientific workforce for NWAngliaFT
- Deliver the requirements to increase the academic and clinical research portfolio
- Ensure the partnership complements any existing initiatives with other partners
- Support the establishment of a Partnership Steering Group that will enable joint decision-making through a process of mutual support and constructive challenge
- Communicate openly, transparently and regularly
- Keep all matters confidential unless permission to share information publically has been sought from the other party or agreed at a Partnership Steering Group

### 3.0 Business Process

The specific agreements of the Partnership Agreement are as follows:

- To ensure all partners play their part in delivery and achievement of Associated University Teaching Hospitals status for NWAngliaFT

- To provide academic leadership in multidisciplinary teaching, and in translational, clinical and applied science research at NWAngliaFT by facilitating the co-ordination of academic activities
- To facilitate the increase in medical student numbers within the Leicester Medical School by NWAngliaFT providing additional undergraduate teaching opportunities including significantly more ward based apprenticeship opportunities. The long term aim would be to ensure improved recruitment and retention of the medical workforce by NWAngliaFT
- To facilitate the further development of the University of Leicester School of Allied Health Professions by providing placement opportunities for physiotherapists, operating department practitioners, radiographers, nurses and midwives in training. To support where appropriate and by mutual agreement the development of new courses by the University of Leicester School of Allied Health Professions. The long term aim would be to support improved recruitment and retention of the allied health professional workforce within NWAngliaFT
- To improve retention and new recruitment of medical, allied health professions and scientific staff by developing joint posts between the NWAngliaFT and the College, and by offering a portfolio of academic opportunities for the professional development of existing clinical staff, including the appointment of honorary academic staff
- To develop a business plan for the appointment of Associate Professors based at NWAngliaFT in jointly agreed key priority areas
- To generate further research portfolio growth and improve clinical outcomes associated with increased research engagement and activity
- To develop an integrated strategic plan which complements any existing initiatives with other partners
- Via the Partnership Steering Group, to ensure that neither organisation can unilaterally make a material decision that would have a negative impact on the Partnership delivery plan

#### **4.0 Governance**

- This Partnership Steering Group has overall responsibility and accountability for developing and delivering the partnership work plan
- The Partnership Steering Group will report to the University of Leicester College of Life Sciences Leadership Team and the NWAngliaFT Board via the Hospital Management Committee.
- The Partnership Steering Group will receive reports in order to assess performance and progress
- Significant organisational development decisions linked to the Partnership will be assessed by the Partnership Steering Group which will make recommendations to each organisation following a careful assessment of the impact of such developments

- The Partnership Steering Group will meet bi-monthly for the first year and thereafter review the frequency of ongoing meetings. Each individual member of the Partnership Steering Group is responsible for reporting back to their individual organisations
- The Terms of Reference for the Partnership Group shall be agreed by the nominated members of the Partnership Steering Group and approved through each partner in line with the partner's relevant internal governance arrangements.
- Each partner will be responsible for ensuring that any relevant discussions and decisions of the Partnership Steering Group are in line with each partner's internal governance arrangements and compliant with the organisation's Constitution, Standing Orders, Scheme of Delegation and any other relevant internal governance arrangements.

## 5.0 Proposed Timelines

- Immediate: Establish a Partnership Steering Group comprising of representatives from both partners, to develop and implement NWAngliaFT's ambition as an Associated University Hospital.
- August 2021: NWAngliaFT to be designated an **Associated University Teaching Hospital of the University of Leicester**.
- March 2022: NWAngliaFT and the College of Life Sciences to develop a strategic plan for future academic developments at NWAngliaFT. This plan would include consideration of whether NWAngliaFT would wish to progress to **University Hospital** status and accreditation by the University Hospitals Association.

## 6.0 Dispute Resolution

In the event that disputes arise within the partnership programme that cannot be resolved through the Partnership Steering Group these will be escalated to the NWAngliaFT Trust Boards and University of Leicester Council.

## 7.0 Direction, Decision-making and Quality assurance Layer

The Partnership Agreement will be reviewed yearly through the Partnership Steering Group.

## 8.0 Terminating This Agreement

- This agreed is not time-bound. All parties agree that the agreement will continue unless one party terminates the agreement in line with the relevant clauses of this agreement.
- It may sometimes become necessary to terminate this agreement. The agreement may be terminated at an agreed date by mutual agreement of all parties.

- Additionally, either Party may terminate this Agreement if:
  - a) the other Party is in repudiatory breach of this Agreement and fails to remedy the breach (if capable of remedy) within 90 days of written notice of the breach being given by the Party not in breach or persistently breaches of any of its obligations under this Agreement;
  - b) the other Party ceases to conduct business in the normal course, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, passes a resolution for its winding up, or the other Party enters into any composition or arrangement (whether formal or informal) with its creditors;
  - c) A change in law or regulations that impacts on one or more parties' ability to continue to fulfil this agreement.
  
- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, (which events and/or circumstances are hereinafter referred to as "Force Majeure") to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
  
- A party seeking to terminate this agreement shall give 120 days' notice in writing.

**9.0 Law and Jurisdiction**

- The parties agree that the law of England and Wales will govern the performance and interpretation of this agreement and disputes arising under it.

**10.0 Partner Leaders' Signatures**

CEO: Caroline Walker  Signature:  Date:  Witness:  Signature  Date:	Professor Thompson G Robinson Pro-Vice-Chancellor/Head of the College University of Leicester  Signature:  Date:  Witness:  Signature:  Date:
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