

Reference Number: FOI202223/198
From: Private Individual
Date: 25 August 2022
Subject: Contractual information regarding Hosted Organisations of LHCH

Q1 Please provide a copy of the most recent "Host" contract agreement between Liverpool Heart and Chest Hospital (LHCH) and the Innovation Agency

A1 [Please see attachment FOI202223 198 LHCH Hosting SLA](#)

Q2 Please provide the date when LHCH originally became the "Host" of the Innovation Agency

A2 [1 April 2020](#)

Q3 Please provide details of the Innovation Agencies primary NHS funding/commissioning source and the figure

A3 [NHS England £2,867,000 for 2022/23](#)

Q4 Please advise if the Innovation Agencies primary NHS funding/commissioning is paid directly or to its "Host" the LHCH

A4 [All Innovation Agency income comes via LHCH as they are the legal entity for the organisation.](#)

Q5 Please provide details of the LHCH substantive NHS funding/commissioning source and the figure

A5 [LHCH substantive NHS funding/commissioning source for 21/22 is £190m. This includes funding from NHS England, Clinical Commissioning groups, Welsh Health Board and Isle Of Man government.](#)

Q6 Please provide the details of the Governance Structure, Policy and Processes implemented by the LHCH in the role as Innovation Agency "Host"

A6 [The Innovation Agency is hosted by Liverpool Heart and Chest NHS Foundation Trust. The hosting arrangements are underpinned by a Service Level Agreement. The Trust acts as the statutory body and therefore the Innovation Agency are bound by all organisational governance requirements and the staff hold contracts of employment with LHCH. The Innovation Agency operates with its own senior team, organisation and governance meeting structure. The Trust has a Committee of the Board Hosted Organisations with formal terms of reference "to ensure effective governance in respect of organisations which are hosted by the Trust, in circumstances where members of the hosted organisation's Board / Governing body is conflicted. e.g. consideration of Chair / NED appointments and remuneration."](#)

- Q7 Please provide the details of the organisation with Governance responsibility over the LHCH and the Governance Structure, Policy and Processes they have implemented
- A7 As an NHS organisation Liverpool Heart and Chest NHS Foundation Trust (LHCH) is a Statutory Body. The Trust complies with a wide range of statutory duties, and has governance structures, policies and processes in place. The Trust's Constitution (available on the Trusts website) sets this out. This can be found via the following link:
[Performance, Plans and Publications | Liverpool Heart and Chest Hospital \(lhch.nhs.uk\)](https://lhch.nhs.uk/performance-plans-and-publications)

SERVICE LEVEL AGREEMENT

DATED

01/04/2020

between

LIVERPOOL HEART AND CHEST HOSPITAL NHS FOUNDATION TRUST

and

THE INNOVATION AGENCY

FOR HOSTING AND MANAGEMENT SERVICES

THIS SERVICE LEVEL AGREEMENT (SLA) is made the 01/04/2020


BETWEEN:-

- A) **The Innovation Agency** (the Academic Health Science Network for the North West Coast) of Vanguard House, Daresbury Sci Tech, Keckwick Lane, Daresbury, Warrington, WA4 4AB, and
- (B) **Liverpool Heart and Chest Hospital NHS Foundation Trust** whose registered office is Thomas Drive, Liverpool L14 3PE

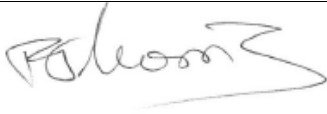
WHEREAS:-

The Innovation Agency and Liverpool Heart and Chest Hospital NHS FT have agreed to be bound by the terms and conditions set out herein.

SIGNED for and on behalf of The Innovation Agency:

Signature	
Name	Dr Liz Mear
Position	Chief Executive
Date	31.3.2020

SIGNED for and on behalf of Liverpool Heart and Chest Hospital NHS FT:

Signature	
Name	Frankie Morris
Position	Acting Chief Finance Officer
Date	30/3/2020

SECTION 1 – SUMMARY

1.1 Overview

This Service Level Agreement (SLA) details the relationship between The Innovation Agency and Liverpool Heart and Chest Hospital NHS FT (the parties to the agreement).

As the Innovation Agency is not a statutory entity in its own right, it requires the provision of a number of services to enable it to discharge its strategy and objectives.

Under this SLA Liverpool Heart and Chest Hospital NHS FT has agreed to provide a number of such services, including but not restricted to, finance, human resources/payroll, contract management and procurement, information management and technology (IM&T), governance and other administrative services. The specific services to be provided are detailed in Section 2.

Liverpool Heart and Chest Hospital NHS FT will be the employing organisation for the majority of The Innovation Agency's staff. The Innovation Agency staff employed by Liverpool Heart and Chest Hospital NHS FT will be subject to Liverpool Heart and Chest Hospital NHS FT policies and procedures.

1.2 Duration

This SLA commences 1/4/2020 for an initial term of three years with an option to extend for a further 2 years. The agreement will be subject to formal review upon renewal, subject to continued satisfactory performance.

The Services provided under this agreement shall continue to be supplied unless this agreement is terminated for convenience by one of the parties giving to the other no less than six months' notice or in accordance with Section 3.9 (termination grounds).

1.3 Hosting Fee and Payment

The Innovation Agency will pay a fixed annual fee for the hosting service it receives from Liverpool Heart and Chest Hospital NHS FT. The annual fee under the SLA for the three financial years 2020/21 to 2022/23 been agreed as £65,000.

1.4 SLA Management

The SLA Leads from Liverpool Heart and Chest Hospital NHS FT and The Innovation Agency will agree a schedule of meetings during the course of the SLA to review and discuss the performance and to agree any required actions. These review sessions will include the setting and monitoring of mutually agreed KPIs before the end of Quarter 1 following commencement of the SLA.

The SLA Lead for The Innovation Agency is:

Anthony Roberts, Corporate Business Manager,
Anthony.Roberts@innovationagencynwc.nhs.uk

The SLA Lead for Liverpool Heart and Chest Hospital NHS FT is:

Dr Margarita Perez-Casal, Director of Research and Innovation
margarita.perez-casal@lhch.nhs.uk

SECTION 2 – SERVICES TO BE PROVIDED

A. SERVICE SPECIFICATIONS

2.1 Finance

Financial accounts:

- General ledger processing, accounts payable/receivable
- Banking and cash management, including petty cash and company credit card
- Maintain a separate Cost Centre within the host's financial system for Innovation Agency income, expenditure and balance sheet
- Cash-flow management, monitoring and forecasting
- Ring-fenced reserves and tailored reserves policy ensuring adherence to agreed risk reserve provision
- Year-end closure

Management accounts:

- Monthly management accounts in a format to be informed by and agreed with the Innovation Agency
- Accruals/prepayments/recharges processing
- Budget setting and budgetary management
- Financial forecasting

Financial governance:

- Ensuring adherence to host's financial policies and agreed Scheme of Delegation with the Innovation Agency
- Audit and counter fraud

Financial reporting:

- Internal financial performance reporting
- External financial reporting, e.g. NHSE financial returns and any other requirements of funding bodies

Other:

- Named finance business partner for direct liaison and dealing with queries with arrangements for absence cover
- Appropriate access to general ledger system
- Training for staff on finance processes and systems
- Attendance at routine operational meetings, SLA management meetings and the Innovation Agency's Finance Committee as required
- Retention of required documentation for legal or regulatory compliance and external audit purposes

2.2 Human Resources/Payroll

Core HR services:

- All aspects of HR administration
- Maintaining employee files in ESR
- Absence management (annual leave/sickness/other).
- Managing appraisal process
- Employee relations
- Reference requests

Payroll and expenses:

- Monthly and weekly payroll processing for permanent and temporary staff
- Processing payroll amendments, e.g. starters/leavers, maternity pay, terminations
- Managing payment of staff under contractor arrangements
- Expenses processing ensuring compliance with HMRC limits, preferably using an e-expenses system
- Production of P11Ds, P60s, P45s
- Liaison with HMRC and NHS Pensions

Recruitment:

- Job descriptions/person specifications
- Advertising
- Recruitment checks
- Support with interviews, job offers and contracts of employment
- Issue of identification badges
- Temporary staffing/staff bank. Bidders should note that the Innovation Agency has a requirement for staff on short term contracts to resource specific projects at any given time and requires access to the host organisation's staff bank. If specific expertise is required staff may need to be added to the bank. The Innovation Agency typically employs <10 members of staff through this mechanism. Any staff employed at date of service transfer would need to transfer to the new host's bank.

Workforce information:

- Regular (quarterly) workforce monitoring information (from ESR) including sickness/absence, appraisal and mandatory training compliance, employee relations cases)

Learning and development:

- Access to mandatory training which is proportionate to the Innovation Agency's needs
- Monitoring of compliance with mandatory training
- Access to other training and development opportunities which are relevant to Agency staff, for example leadership, organisational development and appraisal training for managers.

Other:

- Named HR business partner/advisor for direct liaison and dealing with queries, with arrangements for absence cover
- Ensure adherence to host's HR policies
- Training for staff on HR processes and systems
- Access for Agency staff to benefits available to NHS/host staff

- Access to participation in NHS Staff Survey
- Appropriate access to ESR and Learning and Development system
- Occupational Health and Wellbeing services
- Access to host's car leasing scheme
- Management of a travel booking system

2.3 Contract Management and Procurement

Income and Expenditure contract management:

- Providing evidence of defrayment and reporting for grant claims
- Maintenance of portals used for compliance with European Regional Development Fund (ERDF) requirements
- Maintain an income and expenditure contracts register, including property and other leases, e.g. leased vehicles

Transactional buying and sourcing:

- Day to day ordering and purchasing of supplies
- Supplier liaison
- Invoice query management
- Obtaining quotes
- Tenders to an indicative annual workplan
- Contract award and associated documentation/agreements

Other:

- Named commercial business partner/advisor for direct liaison and dealing with queries, with arrangements for absence cover
- Access to ordering/procurement system
- Ensure adherence to host's procurement policy, including reporting of waivers and excepting procurement limits for quotes and tenders, as the Innovation Agency will continue with existing limits.

2.4 Information Management and Technology (IM&T)

Networks and infrastructure:

- Maintenance/support
- Purchase of software and hardware

Telephony:

- Maintenance of telephone system
- Switchboard infrastructure
- Mobile phones
- Purchase of hardware/software

End user services:

- PCs, laptops, tablets, printers
- Remote access for Innovation Agency employees
- Software licences
- Use of bespoke software, for example tool client relationship management and business intelligence software

- Support

Service desk:

- Incident and request processing
- Service desk access required (Monday-Friday 08.30am-17.30pm, emergency on-call facility outside of these hours by phone)

Security:

- IT security
- Passwords, encryption
- Testing

Other:

- Named IM&T business partner/advisor for direct liaison, advice and dealing with queries, with arrangements for absence cover
- Provision of IM&T training to staff
- Ensure adherence to host's IM&T policies
- Provision and management of email domain (nhs.uk)
- Maintain a register of Innovation Agency IM&T assets
- Support Innovation Agency specific IM&T developments
- Business intelligence support to an agreed annual workplan

2.5 Governance and other administrative services

Policies:

- Provide support/training to ensure compliance with host's policies and procedures as applicable to the services provided (Finance, HR, IM&T, Procurement, other)
- Host policy review and maintenance
- Assessment of applicability of policies to the Innovation Agency's circumstances with agreed variations as applicable
- Communication to the Innovation Agency and staff of updates and changes to procedures, for example relating to key legislative/regulatory changes

Risk management:

- Risk register maintenance and reporting. The Innovation Agency will maintain its own risk register; the host will need to ensure an appropriate interface is in place to feed the host's risk register and risk management system
- Ensure compliance with health and safety requirements, for example relating to accommodation leases and any other aspects
- Appropriate insurance arrangements and renewals

Legal services:

- Access to host's legal services for HR and corporate advice on an ad hoc basis, including contract advice and drafting of legal documents
- Acting as the legal entity on behalf of the Innovation Agency for all contracts, leases and other agreements and ensuring the obligations under those agreements are met
- Acting as the joint signatory with the Chief Executive Officer of the Innovation Agency (Chief Operating Officer for ERDF contracts)

Other:

- Named governance business partner/advisor for direct liaison, advice and dealing with queries, with arrangements for absence cover
- An Intellectual Property policy is required to be put in place by the host to be agreed with the Innovation Agency. This is a condition of the Agency's operating licence.
- Provide Innovation Agency staff with access to Trust's intranet
- Management of the Innovation Agency's Declaration of Interest and hospitality register (note the registers will be populated locally)
- Management of Freedom of Information requests (minimal)
- Access to host's intranet

B. SERVICE STANDARDS

The high quality service will be aligned to processes at LHCH, ensuring tight governance and financial performance. We will work with you on the thresholds for any KPIs however, we would propose to have the following:

1. **Workforce KPIs:** including sickness management, turnover, mandatory training, time to hire, appraisal compliance.
2. **Finance KPIs:** including number and value of invoices paid within 30 days, time to raise debtor invoices, level and age of debt.
3. **IM&T KPIs:** including service desk responsiveness and time to resolve issues.

From the start of the hosting on 1st April 2020, a new hosting partnership group will be formed with staff from LHCH and the IA. This group will start meeting monthly to monitor the delivery of the KPIs as agreed within the hosting SLA. The group will review IA risk register and LHCH risk register to ensure that risks are properly identified, articulated and controlled.

Finance:

- Robust financial governance and control over all aspects of financial management on behalf of the Innovation Agency.
- Accurate and timely processing and monthly reporting on income, expenditure, surplus/deficit and reserves.
- Effective cash-flow management and monthly reporting, including monitoring of reserves.
- Adherence to the Innovation Agency's internal finance reporting timescales and external reporting deadlines.
- Monthly operational liaison meetings.
- Timely response to day-to-day queries

Human Resources and Payroll:

- Robust governance and control over all aspects of human resources management on behalf of the Innovation Agency.
- Application of HR policies correctly and consistently across all staff.
- Accurate and timely processing of payroll and amendments.
- Accurate maintenance of employee files.

- Quarterly reporting on agreed workforce information and metrics on a timely basis
- Adherence to the Innovation Agency's reporting timescales relating to the provision of workforce information.
- Monthly operational liaison meetings.
- Timely response to day-to-day queries

Contract management and procurement:

- Robust governance and control over all aspects of contract management and procurement on behalf of the Innovation Agency.
- Timely provision of evidence and reporting to support grant expenditure claims.
- Monthly operational liaison meetings.
- Timely response to day-to-day queries

IM&T services:

- Robust governance and control over all aspects of IM&T management on behalf of the Innovation Agency, including data protection and information governance aspects.
- System reliability for Innovation Agency staff ensuring minimal system downtime and prompt resolution of issues.
- Timely response to day-to-day queries through a Service Desk.
- Monthly operational liaison meetings.

There will be an extension to the provision of IM&T services by LCSCFT to Innovation Agency until the 31st May 2020, given the impact of the COVID-19 pandemic in NHS staffing levels. The IM&T service will start fully from 1st June 2020.

Governance services:

- Robust governance over all aspects of the hosted services which ensures compliance with legislation and regulation.
- Accurate maintenance of applicable policies and required documents and registers, ensuring up-to-date and regularly reviewed.
- Consistent and proportionate application of policies
- Provision of legal services at best value rates and provide evidence of this through quotes obtained.
- Monthly operational liaison meetings.
- Timely response to day-to-day queries

- The Trust is supported by two legal companies, Hill Dickinson for claims, complaints and litigation, and Weightmans for employment related issues. IA will have the same access to these companies as LHCH; should legal support be required by the Innovation Agency from either of our legal partners, all costs incurred for it will be met by the Innovation Agency. The Chief Finance Officer and the CEO will act as joint signatories with the CEO of IA.
- Any maintenance of facilities or furniture removal required will be facilitated by the Trust and costs recharged to IA.
- Finance, HR and IT will provide a designated business partner to IA as main contact and regular meetings will be held with the IA and LHCH team monthly in order to ensure the sleek running of the business and the delivery of performance indicators set up through the hosting agreement.
- LHCH has a policy for the Management of Intellectual Property which is available to all staff via the Trust intranet.
- The Trust has a policy for the management of Declaration of interests; IA staff will be expected to also follow this and submit declarations as any other LHCH member of staff in a senior position. It is the responsibility of the Innovation Agency Board to review any declaration of interest and manage any conflicts.
- The Information Governance team are well versed on receiving and responding to FOI; they will include any FOI aimed at IA should the organisation be hosted by the Trust

The tender submitted by Liverpool Heart and Chest Hospital NHS FT on 08/07/2019 forms part of this agreement and is attached to this SLA.

SECTION 3 – TERMS OF THE AGREEMENT

Liverpool Heart and Chest Hospital NHS FT shall provide the services to the Innovation Agency under the terms and conditions of this agreement.

3.1 Commencement and Duration

Liverpool Heart and Chest Hospital NHS FT shall provide the services to the Innovation Agency from 1st April 2020 for a period of three years to 31st March 2023 with an option to extend for a further two years . The agreement will be subject to formal review upon renewal, subject to continued satisfactory performance.

The services supplied under this agreement shall continue to be supplied unless this agreement is terminated for convenience by one of the parties giving to the other no less than six months' notice or in accordance with clause 3.9 (Termination).

3.2 Hosting Fee and Payment

The Innovation Agency will pay a fixed annual fee for the hosting service it receives from Liverpool Heart and Chest Hospital NHS FT. The annual fee under the SLA for the three financial years 2020/21 to 2022/23 been agreed as £65,000.

The fee for any future given period will be determined by written agreement between The Innovation Agency and Liverpool Heart and Chest Hospital NHS FT at least three months in advance of the period to which it relates. It is the expectation of both The Innovation Agency and Liverpool Heart and Chest Hospital NHS FT that the annual fee for any subsequent periods will not differ significantly from the agreed sum above unless the services provided or required alter significantly. The fee will be reviewed on an annual basis to consider any significant changes in activity/staffing levels and potential inflationary pressures.

As Liverpool Heart and Chest Hospital NHS FT will hold The Innovation Agency's funding as part of its own accounts, fees paid will be on the basis of a single annual transfer within Liverpool Heart and Chest Hospital NHS FT with an invoice duly authorised by The Innovation Agency.

Legal services costs are to be subject to a separate quote by the host for the Innovation Agency's approval.

3.3 Host's Obligations

Liverpool Heart and Chest Hospital NHS FT will:

- Use reasonable endeavours to provide the services in accordance with Section 2 in all material respects.
- Appoint an SLA Lead who will meet with the Innovation Agency's representative on a quarterly basis in order to review performance under the SLA.
- Agree with the Innovation Agency the performance standards to be monitored under the SLA by the end of the first quarter following commencement of the SLA.
- Seek to ensure that the same person acts as their SLA Lead throughout the term of the agreement. In such circumstances where the host's lead is changed Liverpool Heart and Chest Hospital NHS FT should ensure provision of the services is not adversely affected.

- Observe that all health and safety rules and regulations and any other reasonable security requirements are applied at the Innovation Agency's premises.
- Use its best endeavours to ensure that it does not do anything that may damage the name, reputation or goodwill of the Innovation Agency or its products, services or brands in any material respect.
- Comply with all relevant legislation in relation to the services provided.

3.4 The Innovation Agency's Obligations

The Innovation Agency will:

- Co-operate with Liverpool Heart and Chest Hospital NHS FT in all matters relating to the services, including providing access to the Innovation Agency's premises, relevant data/information and other facilities as required.
- Appoint an SLA Lead who will meet with Liverpool Heart and Chest Hospital NHS FT Lead on a quarterly basis in order to review performance under the SLA. The Innovation Agency will agree with Liverpool Heart and Chest Hospital NHS FT the performance standards to be monitored under the SLA by the end of the first quarter following commencement of the agreement.
- Inform Liverpool Heart and Chest Hospital NHS FT of all health and safety rules and regulations and any other reasonable security requirements that apply at any of The Innovation Agency's premises.
- Use its best endeavours to ensure that it does not do anything that may damage the name, reputation or goodwill of Liverpool Heart and Chest Hospital NHS FT or its products, services or brands in any material respect.
- Comply with all relevant legislation in relation to the services.

3.5 Variations

During the term of the SLA additional services may be provided or existing ones amended, any variations shall be agreed in writing by both parties prior to them coming into operation.

If either party requests a change to the scope or execution of the services, Liverpool Heart and Chest Hospital NHS FT shall, within a reasonable time, provide a written estimate to The Innovation Agency of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to Liverpool Heart and Chest Hospital NHS FT charges arising from the change;
- (c) any other impact of the change on this agreement.

Liverpool Heart and Chest Hospital NHS FT may, from time to time and without notice, change the services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

3.6 Confidentiality

Both parties undertake that they shall not at any time during this agreement, and for a period of three years after termination of this agreement, disclose to any person

technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other party, its employees, agents, consultants or and any other confidential information concerning which either party may obtain with the following exceptions:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7; and
- (b) as may be required by law or any governmental or regulatory authority.

The Parties shall not use confidential information belonging to the other Party for any purpose other than to exercise their respective rights and obligations under or in connection with this agreement.

3.7 Intellectual Property

Liverpool Heart and Chest Hospital NHS FT will maintain an appropriate Intellectual Property Policy which will cover its obligations in relation to the identification, protection and management of Intellectual Property in the context of the hosting arrangement with the Innovation Agency. Liverpool Heart and Chest Hospital NHS FT will make available its policy for inclusion at Annex 1 of this agreement.

The Innovation Agency's Master Service Agreement with NHS England covers the Agency's obligations for Intellectual Property and the Exploitation of Intellectual Property under its operating licence. This is available for inspection by Liverpool Heart and Chest Hospital NHS FT on request.

3.8 Limitation of Liability

Neither party seeks to exclude or limit its liability for:

- death or personal injury arising as a result of its negligence or the negligence of its employees or agents; or
- any other liability which cannot be excluded or limited by reason of applicable Law.

Subject to the above, the parties shall not be liable to the other for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (a) loss of profits;
- (b) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) damage to goodwill;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

The parties total liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall not exceed the annual total price for the services detailed in clause 3.2.

3.9 Termination

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- The other party commits a material breach of any term of this agreement and fails to remedy that breach within a reasonable period of time;
- The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

In the event of termination of this agreement both parties will agree transitional arrangements and the support required from Liverpool Heart and Chest Hospital NHS FT for the efficient transfer of the hosted services to alternative arrangements.

In the event that the Innovation Agency has paid for services in advance of their delivery, following termination Liverpool Heart and Chest Hospital NHS FT shall reimburse The Innovation Agency for any outstanding monies they hold for services that will not be delivered as a consequence of termination.

3.10 No Partnership or Agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

3.11 Dispute Resolution

In the event of any disputes or differences which may arise between the Innovation Agency and Liverpool Heart and Chest Hospital NHS FT, the parties shall use all reasonable endeavours to resolve the dispute. In the event that the parties are unable to resolve the matter then it shall be referred to the Chief Executive Officer of Liverpool Heart and Chest Hospital NHS FT and the Chief Executive Officer of the Innovation Agency for resolution.

3.12 Freedom of Information

The Parties acknowledge that under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 there may be an obligation to disclose information relating to this agreement. Each party shall provide all reasonable assistance to the other party in receipt of the request in the performance of its duties within the time set for compliance under the relevant legislation.

The party in receipt of a request shall be responsible for determining in its absolute discretion whether or not information should be disclosed and in no event shall the other party respond directly to a request for information unless expressly authorised to do so by the party in receipt of the request.

3.13 Data Protection

The Parties agree to meet the requirements of the Data Protection Act, 2018 and other applicable data protection legislation and will continue to meet all future requirements relating to data protection and General Data Protection Regulation (GDPR).

The Parties must ensure that all personal data and sensitive personal data is processed by its staff in accordance with the provisions of the Act and other relevant legislation.

3.14 Force Majeure

A party shall not be liable for failure to perform its obligations under this agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that party. In the event of such circumstances, as soon as practicable, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure event and facilitate the continued performance of the agreement.

ANNEX 1 – Intellectual Property Policy - Liverpool Heart and Chest Hospital NHS FT



intellectual-property-
v32.pdf