

Date xxxxxxx 2025

LIVERPOOL UNIVERSITY HOSPITALS NHS FOUNDATION TRUST

and

LIVERPOOL WOMEN'S NHS FOUNDATION TRUST

and

LIVERPOOL HEART & CHEST HOSPITAL NHS FOUNDATION TRUST

Provider Collaboration Agreement

**for the purpose of NHS University Hospitals of Liverpool Group Joint Working
Arrangements and Appointment of a Joint Committee to Exercise Joint Functions as a
Group Board**

Version control

Date	Version	Author	Approval
18.09.2024	V1	Daniel Scheffer, UHL Group Chief Affairs Officer/Company Secretary	LUHFT 25/09/2024 LWH 12/09/2024
03.09.2025	V2	Daniel Scheffer, UHL Group Chief Affairs Officer/Company Secretary	LUHFT LWH LHCH

This Agreement is made between the Parties on XXXX 2025

PART A – PARTIES

The Parties to this Agreement are

- (1) **Liverpool University Hospitals NHS Foundation Trust** of Royal Liverpool University Hospital, Mount Vernon St, Liverpool L7 8YE (LUHFT) and
- (2) **Liverpool Women's NHS Foundation Trust** of Crown St, Liverpool L8 7SS (LWH) and
- (3) **Liverpool Heart and Chest Hospital NHS Foundation Trust** of Thomas Drive Liverpool, L14 3PE (LHCH)

Each a Trust and together the Trusts

PART B – BACKGROUND

- A. The Background to this Agreement (including acronyms and capitalised words that are used in it) shall be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1
- B. LUHFT is constituted as an NHS foundation trust in accordance with its constitution dated August 2024.
- C. LWH is constituted as an NHS foundation trust in accordance with its constitution dated August 2024.
- D. LHCH is constituted as an NHS foundation trust in accordance with its constitution dated XXXXX 2025.
- E. All Trusts must exercise their Functions in accordance with their respective Governance and having regard to Guidance.
- F. The Trusts have agreed to exercise their powers under sections 65Z5 and 65Z6 of the NHTA to establish and implement joint working and delegation arrangements as set out in this Agreement and to establish a joint committee to be known as the Group Board to exercise Joint Functions
- G. The Trusts have agreed to data sharing, access to records and mutual operation of all Joint Functions including human resources and joint line management arrangements to facilitate the exercise of Joint Functions.

- H. The Trusts have agreed that the Group Board will exercise Joint Functions but will not exercise Reserved Functions.

PART C – OPERATIVE PROVISIONS

1. Definitions and interpretation

This Agreement (including acronyms and capitalised words that are used in it) shall be interpreted in accordance with the definitions and rules of interpretation set out in Schedule 1.

2. Actions taken prior to the Commencement Date

- 2.1. All Trusts shall have satisfied or agreed in writing to waive the conditions set out in Clause 2.2 on or prior to the Commencement Date.
- 2.2. The conditions referred to in Clause 2.1 are:
- 2.2.1. The Trusts shall have exchanged duly executed copies of this Agreement.
 - 2.2.2. The Trusts shall have constituted the Group Board and approved the Group Board Terms of Reference (ToR).
 - 2.2.3. The Trusts shall have updated and adopted Standing Orders that are mutually compatible.
 - 2.2.4. The Trusts shall have ensured that all executive and non-executive directors including Chair and Chief Executive Officer are appointed in shared posts of all Trusts in accordance with each Trust's constitution.
 - 2.2.5. Such other conditions that any Trust may have specified in writing before the Commencement Date.

3. Commencement and duration

- 3.1. The Agreement shall take effect from the Commencement Date and will continue in full force and effect until terminated in accordance with the terms of this Agreement and, in particular, but without limitation, in accordance with Clause 17.
- 3.2. Subject to Clause **Error! Reference source not found.**, no termination of the Agreement by either Trust shall take effect prior to 31 March 2027.

- 3.3. Upon taking effect, LUHFT and LWH agree that this Agreement shall supersede and replace the Provider Collaboration Agreement between LUHFT and LWH dated 1 November 2024.

4. No merger, acquisition or dissolution

- 4.1. LUHFT, LWH and LHCH agree to establish provider collaboration arrangements between them in accordance with this Agreement to be known as NHS University of Hospitals Liverpool Group or UHL.
- 4.2. All Trusts shall remain independent, sovereign organisations constituted in accordance with the NHS Act and their respective Constitutions.
- 4.3. Nothing in this Agreement commits the Trusts or is intended to commit them to undertake or apply for merger, acquisition or dissolution or any other transaction whose outcome would be the establishment of a single organisation as successor to one or all of them.
- 4.4. Each of the Trusts shall continue at all times to maintain its own individual governance, registrations, licences, memberships, committees and other arrangements that it may be required to maintain or hold by Law, Direction or Guidance including:
 - 4.4.1. Constitution, Standing Orders, Standing Financial Instructions and Scheme of Delegation
 - 4.4.2. CQC registration
 - 4.4.3. NHS provider licence
 - 4.4.4. ICO registration
 - 4.4.5. NHSR Schemes membership
 - 4.4.6. Nomination & Remuneration Committee
 - 4.4.7. Audit Committee
 - 4.4.8. Meetings that the Trusts' Boards must each hold as set out in Clause 8 of this Agreement.

5. Trust Board Appointments

- 5.1. Voting NEDs of each Trust shall continue to be appointed by its CoG in accordance with its Constitution.
- 5.2. The Trusts acting by their respective Nomination & Remuneration Committees:
 - 5.2.1. Shall appoint Voting Executive Directors (EDs) in accordance with the scheme set out in Schedule 7, and
 - 5.2.2. May additionally appoint Non-Voting NEDs and Non-Voting EDs in accordance with the scheme set out in Schedule 7.
- 5.3. Each Trust shall (in compliance with its Constitution) maintain a functioning Board comprising Voting NEDs (including the Chair) and Voting EDs whose numbers will be neither less nor more than the number of Voting NEDs and Voting EDs prescribed by its Constitution.
- 5.4. Each Trust's Voting EDs must include the Chief Executive Officer (CEO), Chief Finance Officer (CFO), Chief Medical Officer (CMO), and Chief Nursing Officer (CNO).
- 5.5. The number of each Trust's Voting NEDs shall at all times be greater than the number of its Voting EDs.

6. Appointment of Group Board

- 6.1. The Trusts agree to establish a Joint Committee to be known as the 'Group Board'.
- 6.2. The Group Board shall be fully and equally accountable to all Trusts.
- 6.3. The Group Board ToR and its membership must be agreed by all Trusts and must include the provisions set out in Clause 6.4.
- 6.4. The provisions referred to in Clause 6.3 are:
 - 6.4.1. All the Voting Directors of all Trusts shall be voting members of the Group Board during their terms of office.
 - 6.4.2. Voting Directors of all Trusts as set out in Schedule 7 of this Agreement and the Group Corporate Governance Manual.
 - 6.4.3. The Trusts may appoint Non-Voting Directors and/or other individuals to be voting or non-voting members of the Group Board.

- 6.4.4. The Trusts and Group Board shall have Committees in accordance with Clause 11.
- 6.4.5. The Group Board shall exercise the Joint Functions.
- 6.4.6. Subject to Clause 6.4.7, meetings of the Group Board shall be held in public.
- 6.4.7. The Group Board may, by resolution, exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings; and where such a resolution is passed, this Agreement shall not require the meeting to be open to the public during proceedings to which the resolution applies.
- 6.4.8. The proceedings of the Group Board shall not be invalidated by any vacancy in its membership or by any defect in the appointment of a member of the Group Board.
- 6.5. The Group Board ToR as at the Commencement Date are as set out in Schedule 4 of this Agreement.
- 6.6. The Trusts may agree to amend the Group Board ToR but only by Variation in accordance with Clause 16 of this Agreement.

7. Joint Exercise of Functions

- 7.1. Subject to Clause 7.2 the Trusts agree that from the Commencement Date:
 - 7.1.1. They shall jointly exercise their Joint Functions.
 - 7.1.2. The Group Board shall exercise for them all their Joint Functions.
 - 7.1.3. If the Group Board appoints a Committee in accordance with Clause 11, then the Group Board may authorise the Committee to exercise Joint Functions that the Group Board expressly subdelegates to the Committee in its ToR.
 - 7.1.4. The Group Board may authorise one of the Trusts to contract with a third party on behalf of itself alone or all Trusts jointly and/or severally subject to compliance with the Trusts' standing orders and standing financial instructions.

- 7.2. Subject to Clause 6.4.8, the Trusts agree that they, the Group Board and their Committees, directors and officers must always comply with this Agreement and with each of the Trust's Standing Orders, Standing Financial Instructions and Scheme of Reservation and Delegation when they are exercising Joint Functions.

8. Meetings of the Trusts' Boards

- 8.1. Subject to Clause 8.2, the Trusts intend that as far as possible meetings and business of the Trusts' Boards will be undertaken by the Group Board on their behalf.
- 8.2. In accordance with paragraph 18E of Schedule 7, the Board of each Trust must continue to hold any meetings that it is required to hold including
- 8.2.1. An annual meeting to approve the Trust's annual audited accounts and annual report
- 8.2.2. Any other meeting at which must be presented the documents referred to in Clause 8.3:
- 8.3. The documents referred to in Clause 8.2.2 are:
- 8.3.1. The Trust's audited accounts and annual report,
- 8.3.2. Any report on the Trust's accounts made pursuant to paragraph 24 of Schedule 7 and Schedule 10 to the NHSA, and
- 8.3.3. Any other documents as may be prescribed.

9. Workforce

- 9.1. All Trusts shall continue to employ their own workforces.
- 9.2. All Trusts agree that in the exercise of their joint working arrangements, members of individual Trust's or all Trusts' workforce
- 9.2.1. may be line managed by duly authorised officers of any of the Trusts or all Trusts.
- 9.2.2. may work across any of the Trusts' sites and services in accordance with a workforce sharing agreement to be entered into by the Trusts; and
- 9.2.3. may be seconded to another Trust into a different role under a secondment agreement.

10. Exercise of Reserved Functions

10.1. All Trusts shall continue to exercise separately their Reserved Functions.

10.2. The Trusts agree that the Group Board shall not at any time exercise their Reserved Functions.

11. Appointment of Committees and Committees in Common

11.1. The Group Board shall have the following Committees:

- Group Strategy & Partnerships Committee
- Group Assurance & Risk Committee
- Aintree Hospital Management Board
- Liverpool Heart and Chest/Broadgreen Hospital Management Board
- Royal Hospital Management Board
- Diagnostic Treatment Centre Hospital Management Board
- Liverpool Women's Hospital Management Board

11.2. For the purpose of assisting the exercise of Joint Functions the Group Board may appoint one or more Committees additional to those set out in Clause 11.1.

11.3. The voting members of a Committee of the Group Board may comprise or include individuals who are or are not voting members of the Group Board.

11.4. For the purpose of assisting the exercise of their Reserved Functions, the Trusts may appoint Committees in Common.

11.5. Without prejudice to the generality of Clause 11.4, the Boards of each of the Trusts (acting as independent, sovereign bodies) shall consider and (if agreed by all Boards) arrange for:

11.5.1. Their Audit Committees to operate together as Committees in Common

11.5.2. Their Nomination & Remuneration Committees to operate together as Committees in Common and

11.5.3. Their Charitable Funds Committees to operate together as Committees in Common.

11.6. In operating as Committees in Common:

11.6.1. Each Trust's Audit Committee, Nomination & Remuneration Committee and Charitable Funds Committees shall continue at all times to be directly accountable to its respective Trust Board but shall routinely report to the Group Board; and

11.6.2. Each Trust shall ensure that the members of its Audit Committee, Nomination & Remuneration Committee and Charitable Funds Committees at all times satisfy the independence requirements set out in NHS England's *Code of governance for NHS provider trusts (2022)*.

11.7. For illustrative purposes an organogram of the Trusts' Committees' structure as at the Commencement Date is set out in Schedule 5.

12. Operating Principles

12.1. The Trusts shall exercise their Functions having regard to the operating principles set out in Clause 12.2.

12.2. The operating principles referred to in Clause 12.1 are:

12.2.1. LWH, LUHFT & LHCH will operate within the Group Governance and Assurance Framework as set out in the UHL Group Corporate Governance Manual;

12.2.2. Improve access to safe high-quality care across the Trusts' respective clinical and non-clinical areas including shared areas of clinical co-operation;

12.2.3. Deliver improved outcomes for all patients – minimising unwarranted variation and reducing inequity in access and outcomes;

12.2.4. Support and encourage staff to make best use of shared professional development and research opportunities;

12.2.5. Combine the Trusts' employer power to benefit employment opportunities in their local economies as anchor institutions;

12.2.6. Standardised quality and corporate governance processes in line with best practice and minimise bureaucracy, such as additional structures and meetings;

12.2.7. Be sensitive to local needs and differences to ensure the populations the Trusts serve are at the heart of their decision making;

12.2.8. Agree mutually beneficial areas to plan, agree and deliver change across all Trusts including joint strategy, aims and objectives.

13. Benefits

13.1. The Trusts shall exercise their Functions having regard to unlocking benefits set out in Clause 13.2.

13.2. The benefits referred to in Clause 13.1 are:

13.2.1. Extended opportunities for clinical partnerships leading to an increase in clinical knowledge and expertise;

13.2.2. Improved access to essential services for patients;

13.2.3. Increased standardisation, reduced duplication leading to operational and financial efficiencies;

13.2.4. Improved staff experience working to a single organisational structure, vision and values;

13.2.5. Improved clinical skills from access to a larger cohort and a broader range of opportunities across a larger organisation;

13.2.6. Setting the conditions for future service transformation;

13.2.7. Strong partnership engagement through LAASP Joint Committee to contribute to the development of the LAASP Strategic Case (5 Year Plan for Liverpool).

14. Resourcing the Group Board

All Trusts shall be jointly and equally responsible for resourcing the Group Board.

15. Pooled Fund

15.1. The Trusts may enter into arrangements for the Trusts themselves or the Group Board to establish and maintain a Pooled Fund.

15.2. Arrangements for any Pooled Fund must be on terms set out in a Pooled Fund Agreement.

16. Variation

- 16.1. Except as set out in Clause 16.2 or otherwise in this Agreement, any Variation of this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed by written resolutions of all of the Trusts' Boards.
- 16.2. The Scheme for Trust Board Appointments set out in Schedule 7 and the Governance Organogram for the Trusts' Appointment of Committees as at the Commencement Date set out in Schedule 5 are intended to be illustrative only and may be updated by resolution of the Group Board without the requirement for Variation set out in Clause 16.1.

17. Termination

- 17.1. The Trusts acknowledge and confirm that, save in accordance with this Clause 17, no Trust shall be entitled to terminate this Agreement.
- 17.2. The Trusts acknowledge and confirm that no Trust shall be entitled to terminate this Agreement in consequence of any breach (whether material or otherwise) of any provision of this Agreement by the other.
- 17.3. The Trusts acknowledge and confirm that they have considered and understood the position set out at Clause 17.2 above and that the provisions of Clauses 3.2 (and Clause 21 in relation to the Dispute Resolution Procedure) shall apply in the event of any breach of this Agreement.
- 17.4. Subject to Clauses 3.2 and **Error! Reference source not found.**, a Trust may only terminate this Agreement by giving Notice of Termination specifying a minimum notice period that expires on the next 31 March if notice is given prior to 6 months of that date, or if later, expires 12 months from the date the notice of termination is served. The notice period may be shorter where agreed in writing by the other Trusts.
- 17.5. The initial duration of this Agreement shall be for a minimum period from the date of signing until 31 March 2027.

18. Consequences of termination

- 18.1. On or pending expiry or termination of this Agreement, the Trusts will agree an Exit Plan to ensure that the services provided by Trusts are not destabilised.

18.2. For a reasonable period before and after termination or expiry of this Agreement, the Trusts shall co-operate fully with one another and ensure that the Exit Plan provides for continuity of services and a smooth transition of Trust Boards whilst avoiding any inconvenience or risk to the health and safety of the Trusts' service users, employees or members of the public.

18.3. This Clause 18 shall continue in full force and effect on or after termination or expiry of this Agreement.

19. Data sharing and confidentiality

Each Trust undertakes that it shall not at any time during the period for which this Agreement applies, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information concerning or in connection with the other Trusts or this Agreement except as permitted by Schedule 6.

20. No partnership

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Trusts, constitute any Trust as the agent of another of the Trusts, nor authorise a Trust to make or enter any commitments for or on behalf of the other Trusts except as expressly provided in this Agreement.

21. Notices

21.1. A notice given under this Agreement:

21.1.1. Will be in writing in the English language

21.1.2. Will be sent to the intended recipient by email to the following address or such other address as the Party has notified for the purposes of this clause:

21.1.2.1. for LUHFT, the Chief Executive Officer of LUHFT in post at the time of the notice

21.1.2.2. for LWH, the Chief Executive Officer of LWH in post at the time of the notice

21.1.2.3. for LHCH, the Chief Executive Officer of LHCH in post at the time of the notice

21.2. Any notice or other communication given to a Trust under or in connection with the Agreement shall be in writing, addressed to the authorised representatives at

the Trust's principal place of business or such other address as that Trust may have specified to the other Trusts in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or email.

21.3. A notice or other communication shall be deemed to have been received:

21.3.1. If delivered personally, when left at the address referred to in Clause 21.2; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one (1) Business Day after transmission.

21.3.2. If delivered by email, immediately on sending provided it is correctly addressed or if deemed receipt is not within business hours (meaning prior to 5.30 pm and excluding weekends and public holidays in England), then it will be deemed to have been received at 9.00 am on the next day that is not a weekend or a public holiday in England.

21.4. The provisions of this Clause 21 shall not apply to the service of any proceedings or other documents in any legal action.

22. Dispute Resolution

22.1. In accordance with Clauses 3.2, 3.3 and 17 regarding termination of the Agreement, all Trusts agree to this dispute resolution process.

22.2. In the case of dispute, the Group Chief Transformation Officer and Audit Committee Chairs shall review any dispute referred to them via the Group Company Secretary and Joint Chair in writing with 28 days of receipt, and provide a resolution.

22.3. In the case of the resolution being rejected, the matter will be referred to the Senior Independent Director (SID) who will provide a final and binding determination and resolution.

22.4. In the case of dispute between the Boards leading to consideration of termination, Clauses 3.2 and 3.3 determine the timescale and Clause 17 in respect of notification of termination.

23. Other general provisions

- 23.1. Each Trust shall (at its own expense) promptly execute and deliver such documents, perform such acts and do such things as the other Trusts may reasonably require from time to time for the purpose of giving full effect to this Agreement.
- 23.2. Each Trust will bear its own costs of negotiating and entering into this Agreement.
- 23.3. This Agreement is personal to the Trusts and no Trust shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other Trusts.
- 23.4. This Agreement (together with the documents referred to in it) constitutes the entire agreement between the Trusts and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.5. No failure or delay by a Trust to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing.
- 23.6. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 23.7. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

- 23.8. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.9. No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 23.10. 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.
- 23.11. Each Trust irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

The Trusts have executed this Agreement as set out below on the date stated at the beginning of it

PART D – SCHEDULES

Schedule 1 – Definitions and Interpretation

- 1 In this Agreement capitalised words and expressions shall have the meanings given to them as follows:

<u>Word or expression</u>	<u>Meaning</u>
Agreement	This collaboration agreement (including its Schedules) which sets out arrangements of the Trusts to exercise their Functions jointly
<i>Arrangements for delegation and joint exercise of statutory functions</i>	NHS England Guidance <i>Arrangements for delegation and joint exercise of statutory functions – Guidance for integrated care boards, NHS trusts and foundation trusts</i> dated 24 March 2024 (Publication approval reference: PRN0152)
Audit Committee	A Committee that each of the Trusts must appoint in accordance with NHS England's <i>Code of governance for NHS provider trusts</i> (2022) to ensure that it operates effectively and meets its statutory and strategic objectives, and to provide it with assurance that this is the case
CEO	A Voting ED who is the Chief Executive Officer of one or all the Trusts
Chair	A Voting NED who is the Chair of one or all the Trusts
Commencement Date	1 October 2025
Committee	A committee or subcommittee of one of the Trusts or a subcommittee of a Joint Committee (including the Group Board)
CiC or Committees in Common	Arrangements between the Trusts to appoint like for like Committees with the same or equivalent terms of reference and memberships so that they may meet simultaneously with shared agenda and minutes
CoG	Council of Governors

<u>Word or expression</u>	<u>Meaning</u>
CQC	Care Quality Commission
Constitution	The constitution of an NHSFT that has been approved by its Board of Directors and CoG and is in force at the relevant time of their respective decision-making and exercise of functions
Direction	A direction to an NHST or NHSFT trust that the Secretary of State or NHS England may issue in the exercise of their respective functions under Legislation
Director	A NED or an ED of one or all the Trusts
ED or Executive Director	An executive director who may be Voting ED or a Non-Voting ED
EIR	Environmental Information Requests
Exit Plan	A plan for the transition of any affected services and required changes to the Trust Boards on the expiry or termination of this Agreement to include: (i) details of the affected services; (ii) details of service users and/or user groups affected; (iii) the joint working arrangements and jointly exercised functions that will need to continue to ensure continuity of services and how these will be transitioned into separate arrangements for each Trust; (iv) the intended timescales for the Exit Plan
FoIA	Freedom of Information Act 2000
Functions	All the duties and/or powers of the Trusts under the NHSA or any other legislation or otherwise conferred by any other source whatsoever
Governance	In the case of an NHSFT means its Constitution, Standing Orders and Schedule 7 of the NHSA

<u>Word or expression</u>	<u>Meaning</u>
Group Board	A Joint Committee that the Trusts have agreed to establish to exercise Joint Functions in accordance with the Group Board ToR
Group Board ToR	ToR of the Group Board
Guidance	Any statutory guidance of the Secretary of State or NHS England to NHS bodies comprising or including NHSFTs (for example <i>Arrangements for delegation and joint exercise of statutory functions</i>) or other non-statutory guidance that the Trusts must have regard to in accordance with their NHS provider licence
Joint Committee	A joint committee that the Trusts agree to establish under section 65Z6 of the NHSA
Joint Functions	Any Functions set out in Schedule 2 which the Trusts agree are jointly exercisable by them
Legislation	An Act of Parliament (for example the NHSA) or statutory instrument
LHCH	Liverpool Heart and Chest Hospital NHS Foundation Trust
LUHFT	Liverpool University Hospitals NHS Foundation Trust
LWH	Liverpool Women's NHS Foundation Trust
LAASP	Liverpool Adult Acute and Specialist Providers
NED or Non-Executive Director	A non-executive director who may be Voting NED or a Non-Voting NED
NHSA	National Health Service Act 2006
NHSFT	NHS foundation trust within the meaning of section 30 of the NHSA

<u>Word or expression</u>	<u>Meaning</u>
NHSR Schemes	The indemnity schemes known as the Clinical Negligence Scheme for Trusts, Liabilities to Third Parties Scheme and Property Expenses Scheme which the Secretary of State has established under the NHSA and which are managed on their behalf by NHS Resolution
Nomination & Remuneration Committee	<p>A Committee that each Trust must appoint whose responsibilities include functions under Schedule 7:</p> <ul style="list-style-type: none"> • (The CEO not being a member of it) to appoint the Trust's CEO and advise the Board about their remuneration and terms of service and <p>(The CEO being a member of it) to appoint other executive directors and advise the Board about their remuneration and terms of service</p>
Non-Voting Director	A Non-Voting ED or Non-Voting NED
Non-Voting ED	An Executive Director who is not a Voting Director
Non-Voting NED	A Non-Executive Director who is not a Voting Director
Notice of Termination	Notice in writing from one Trust to the other Trusts to terminate this Agreement in accordance with Clause 17
Pooled Fund	A fund to be made up of payments received in accordance with arrangements between the Trusts that must be set out in a Pooled Fund Agreement and out of which payments may be made in accordance with the arrangements towards expenditure incurred in the exercise of Joint Functions
Pooled Fund Agreement	An agreement in writing between the Trusts for the establishment of a Pooled Fund in accordance with section 65Z6 of the NHSA

<u>Word or expression</u>	<u>Meaning</u>
Reserved Functions	Any Functions set out in Schedule 3 which the Trusts agree are not Joint Functions
Schedule 7	Schedule 7 of the NHTA unless it is intended to refer to Schedule 7 of this Agreement
Secretary of State	Secretary of State for Health and Social Care
Standing Orders	In the case of an NHSFT means the standing orders of its board of directors and/or the standing orders of its CoG that the NHSFT is required to adopt by its Constitution for the regulation of their proceedings and business
ToR	Terms of reference
University Hospitals of Liverpool Group or UHL	The name of the provider collaboration between LHT, LWH and LHCH established in accordance with this Agreement
UK GDPR	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Variation	A variation of this Agreement in accordance with Clause 16
Voting Director	A Voting ED or a Voting NED
Voting ED	In the case of an NHSFT means a Director who is an executive director within the meaning of paragraph 16 of Schedule 7 and has been appointed by the NEDs and (except for the CEO's appointment) the CEO in accordance with the NHSFT's Constitution
Voting NED	In the case of an NHSFT means a Director within the meaning of paragraph 16 of Schedule 7 and has been appointed by the NHSFT's CoG in accordance with its Constitution

2. Any reference to the exercise by the Trusts of Joint Functions shall be interpreted to include any exercise of Joint Functions by the Group Board or a Committee of it on behalf of the Trusts.

Schedule 2 – Joint Functions

1. Joint Functions are any Functions of the Trusts which are not Reserved Functions
2. Joint Functions include but are not limited to:
 - 2.1. Each of the Trust's Functions to provide goods and services, namely hospital accommodation and services and community health services, for the purposes of the health service in accordance with the NHS Act 2012
 - 2.2. All the Trusts' Functions that NHS England has categorised as 'Open to Joint Exercise of Functions' in *Arrangements for delegation and joint exercise of statutory functions* as reproduced in the table set out in Paragraph 3 below (excluding references to legislation that is applicable to or in force in Wales only).
3. The table referred to in paragraph 2(2) is as follows:

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Section 43 NHS Act 2006	(2) An NHS foundation trust may provide goods and services for any purposes related to— (a) the provision of services provided to individuals for or in connection with the prevention, diagnosis or treatment of illness, and (b) the promotion and protection of public health. (2A) An NHS foundation trust does not fulfil its principal purpose unless, in each financial year, its total income from the provision of goods and services for the purposes of the health service in England is greater than its total income from the provision of goods and services for any other purposes. (3) An NHS foundation trust may also carry on activities other than those mentioned in subsection (2) for	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	the purpose of making additional income available in order better to carry on its principal purpose.		
Section 44 NHS Act 2006	<p>(6) According to the nature of its functions, an NHS foundation trust may, in the case of patients being provided with goods and services for the purposes of the health service, make accommodation or further services available for patients who give undertakings (or for whom undertakings are given) to pay any charges imposed by the NHS foundation trust in respect of the accommodation or services.</p> <p>(7) An NHS foundation trust may exercise the power conferred by subsection (6) only to the extent that its exercise does not to any significant extent interfere with the performance by the NHS foundation trust of its functions.</p>	COMMISSIONING	Yes
Section 47 NHS Act 2006	<p>(1) An NHS foundation trust may do anything which appears to it to be necessary or expedient for the purpose of or in connection with its functions.</p> <p>(2) In particular it may–</p> <ul style="list-style-type: none"> (a) acquire and dispose of property, (b) enter into contracts, (c) accept gifts of property (including property to be held on trust for the purposes of the NHS foundation trust or for any purposes relating to the health service), (d) employ staff. <p>(3) Any power of the NHS foundation trust to pay remuneration and allowances to any person includes power to make arrangements for providing, or securing</p>	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>the provision of, pensions or gratuities (including those payable by way of compensation for loss of employment or loss or reduction of pay).</p> <p>(4) "The purposes of the NHS foundation trust" means the general or any specific purposes of the trust (including the purposes of any specific hospital at or from which services are provided by the trust).</p>		
Section 47A NHS Act 2006 as inserted by section 64 of the Health and Care Act 2022	<p>Joint exercise of functions</p> <p>An NHS foundation trust may enter into arrangements for the carrying out, on such terms as the NHS foundation trust considers appropriate, of any of its functions jointly with any other person.</p>	CORPORATE	Yes
Section 56 NHS Act 2006	<p>(1) An application may be made jointly by–</p> <p>(a) an NHS foundation trust, and</p> <p>(b) another NHS foundation trust or an NHS trust established under section 25, to the regulator for the dissolution of the trusts and the establishment of a new NHS foundation trust.</p> <p>(1A) An application under this section may be made only with the approval of more than half of the members of the council of governors of each applicant (that is an NHS foundation trust).</p> <p>(2) The application must–</p> <p>(a) be supported by the Secretary of State if one of the parties to it is an NHS trust,</p> <p>(b) specify the property and liabilities proposed to be transferred to the new NHS foundation trust, and</p> <p>(d) be accompanied by a copy of the proposed</p>	CORPORATE	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>constitution of the new trust</p> <p>(4) The regulator must grant the application if it is satisfied that such steps as are necessary to prepare for the dissolution of the trusts and the establishment of the proposed new trust have been taken.</p> <p>(11) On the grant of the application, the proposed constitution of the NHS foundation trust has effect, but the directors of the applicants may exercise the functions of the trust on its behalf until a board of directors is appointed in accordance with the constitution.</p>		
Section 56A NHS Act 2006	<p>56A Acquisitions</p> <p>(1) An application may be made jointly by—</p> <p>(a) an NHS foundation trust (A), and</p> <p>(b) another NHS foundation trust or an NHS trust established under section 25 (B),</p> <p>to the regulator for the acquisition by A of B.</p> <p>(2) An application under this section may be made only with the approval of more than half of the members of the council of governors of each applicant (that is an NHS foundation trust).</p> <p>(3) The application must—</p> <p>(a) be supported by the Secretary of State if B is an NHS trust, and</p> <p>(b) be accompanied by a copy of the proposed constitution of A, amended on the assumption that A acquires B.</p> <p>(4) The regulator must grant the application if it is satisfied that such steps as are necessary to prepare for the acquisition have been taken.</p>	CORPORATE	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>(4A) Where the regulator proposes to grant the application, it may by order make provision for the transfer of employees of B to A on the grant of the application.</p> <p>(5) On the grant of the application, the proposed constitution has effect, but where a person who is specified as a director of A in the constitution has yet to be appointed as such, the directors of A may exercise that person's functions under the constitution.</p>		
Section 63 NHS Act 2006	An NHS foundation trust must exercise its functions effectively, efficiently and economically.	ANCILLARY FUNCTION	Yes
Section 63A NHS Act 2006	<p>(1) In making a decision about the exercise of its functions, an NHS foundation trust must have regard to all likely effects of the decision in relation to—</p> <p>(a) the health and well-being of the people of England;</p> <p>(b) the quality of services provided to individuals—</p> <p>(i) by relevant bodies, or</p> <p>(ii) in pursuance of arrangements made by relevant bodies, for or in connection with the prevention, diagnosis or treatment of illness, as part of the health service in England;</p> <p>(c) efficiency and sustainability in relation to the use of resources by relevant bodies for the purposes of the health service in England.</p>	ANCILLARY FUNCTION	Yes
Section 65Z5 NHS Act 2006 as inserted by Section 71 of the Health and Care Act 2022	<p>Joint working and delegation arrangements</p> <p>(1) A relevant body may arrange for any functions exercisable by it to be exercised by or jointly with any one</p>	CORPORATE	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>or more of the following—</p> <p>(a) a relevant body</p> <p>(b) a local authority (within the meaning of section 2B);</p> <p>(c) a combined authority.</p> <p>(2) In this section “relevant body” means—</p> <p>(a) NHS England,</p> <p>(b) an integrated care board,</p> <p>(c) an NHS trust established under section 25,</p> <p>(d) an NHS foundation trust, or</p> <p>(e) such other body as may be prescribed.</p>		
Section 65Z6 NHS Act 2006 as inserted by Section 71 of the Health and Care Act 2022	<p>Joint committees and pooled funds</p> <p>(1) This section applies where a function is exercisable jointly (by virtue of section 65Z5 or otherwise) by a relevant body and any one or more of the following—</p> <p>(a) a relevant body;</p> <p>(b) a local authority (within the meaning of section 2B);</p> <p>(c) a combined authority.</p> <p>(2) The bodies by whom the function is exercisable jointly may—</p> <p>(a) arrange for the function to be exercised by a joint committee of theirs;</p> <p>(b) arrange for one or more of the bodies, or a joint committee of the bodies, to establish and maintain a pooled fund.</p>	CORPORATE	Yes
Section 72 NHS Act 2006	<p>(1) It is the duty of NHS bodies to co-operate with each other in exercising their functions.</p>	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Section 82 NHS Act 2006	In exercising their respective functions NHS bodies (on the one hand) and local authorities (on the other) must co-operate with one another in order to secure and advance the health and welfare of the people of England and Wales.	ANCILLARY FUNCTION	Yes
Section 223L NHS Act 2006	(1) NHS England may set joint financial objectives for integrated care boards and their partner NHS trusts and NHS foundation trusts. (2) An integrated care board and its partner NHS trusts and NHS foundation trusts must seek to achieve any financial objectives set under this section.	CORPORATE	Yes
Section 223LA NHS Act 2006	(1) An integrated care board and its partner NHS trusts and NHS foundation trusts must exercise their functions with a view to ensuring that their expenditure in a financial year (taken together) does not exceed the aggregate of any sums received by them in the year.	CORPORATE/ ANCILLARY	Yes
Section 223M NHS Act 2006	(1) Each integrated care board and its partner NHS trusts and NHS foundation trusts must exercise their functions with a view to ensuring that, in respect of each financial year— (a) local capital resource use does not exceed the limit specified in a direction by NHS England; (b) local revenue resource use does not exceed the limit specified in a direction by NHS England.	CORPORATE/ ANCILLARY	Yes
Section 242 NHS Act 2006	(1B) Each relevant English body must make arrangements, as respects health services for which it is responsible, which secure that users of those services,	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	whether directly or through representatives, are involved (whether by being consulted or provided with information, or in other ways) in– (a) the planning of the provision of those services, (b) the development and consideration of proposals for changes in the way those services are provided, and (c) decisions to be made by that body affecting the operation of those services.		
Section 249 NHS Act 2006	(1) In exercising their respective functions, NHS bodies (on the one hand) and the prison service (on the other) must co-operate with one another with a view to improving the way in which those functions are exercised in relation to securing and maintaining the health of prisoners.	ANCILLARY FUNCTION	Yes
Criminal Justice Act 2003, Section 325(3)	In establishing those arrangements for the purpose of assessing and managing risks posed by relevant sexual and violent offenders &c, the responsible authority i.e. the chief officer of police, the local probation board for that area or (if there is no local probation board for that area) a relevant provider of probation services and the Minister of the Crown exercising functions in relation to prisons, acting jointly must act in co-operation with the persons specified in subsection (6); and it is the duty of those persons to co-operate in the establishment by the responsible authority of those arrangements, to the extent that such co-operation is compatible with the	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	exercise by those persons of their relevant functions. NHS trusts are included among persons in sub-s (6)(h).		
Mental Health (Care and Treatment) (Scotland) Act 2003, Section 31	<p>(1) Where it appears to a local authority that the assistance of a Health Board, a Special Health Board or a National Health Service trust—</p> <p>(a) is necessary to enable the authority to perform any of their duties under section 25 or 26 of this Act i.e. relating to provision of care and support services and services designed to promote well-being and independence; or</p> <p>(b) would help the authority to perform any of those duties,</p> <p>the authority may request the Health Board, Special Health Board or National Health Service trust to co-operate by providing the assistance specified in the request.</p> <p>(2) A Health Board, a Special Health Board or a National Health Service trust receiving a request under subsection (1) above shall, if complying with the request—</p> <p>(a) would be compatible with the discharge of its own functions (whether under any enactment or otherwise); and</p> <p>(b) would not prejudice unduly the discharge by it of any of those functions, comply with the request.</p>	ANCILLARY FUNCTION	Yes
National Health Service Trust (Scrutiny of Deaths) (England) Order 2021, article 3	<p>(1) An NHS trust in England may scrutinise the death of any person who has died in England where—</p> <p>(a) a senior coroner is not under a duty to investigate the death under section 1 of the Coroners and Justice Act 2009, or</p>	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	(b) it is unclear whether the death is one which a registered medical practitioner would be required to notify to the relevant senior coroner under the Notification of Deaths Regulations 2019.		
Social Workers Regulations 2018, reg 7	(1) The persons specified for the purposes of section 53(1)(d) of the Act i.e the Children and Social Work Act 2017, which requires Social Work England ("the regulator") to cooperate with, among others, any person specified in regulations made by the Secretary of State are— (d) any NHS trust established under section 25 of the National Health Service Act 2006,	ANCILLARY FUNCTION	Yes
Children Act 2014, s11(2); (4)	(2) Each person and body to whom this section applies which includes NHS Trusts by ss(1) must make arrangements for ensuring that— (a) their functions are discharged having regard to the need to safeguard and promote the welfare of children; and (b) any services provided by another person pursuant to arrangements made by the person or body in the discharge of their functions are provided having regard to that need. (4) Each person and body to whom this section applies must in discharging their duty under this section have regard to any guidance given to them for the purpose by the Secretary of State.	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Children Act 2014, Section 25(5) [Applicable in Wales only]	<p>(1) Each local authority in Wales must make arrangements to promote co-operation between—</p> <ul style="list-style-type: none"> (a) the authority; (b) each of the authority's relevant partners which includes NHS Trusts by ss(4)(e); and (c) such other persons or bodies as the authority consider appropriate, being persons or bodies of any nature who exercise functions or are engaged in activities in relation to children in the authority's area. <p>(2) The arrangements under subsections (1) and (1A) not reproduced here are to be made with a view to—</p> <ul style="list-style-type: none"> (a) improving the well-being of children within the authority's area, in particular those with needs for care and support; (b) improving the quality of care and support for children provided in the authority's area (including the outcomes that are achieved from such provision); (c) protecting children who are experiencing, or are at risk of, abuse, neglect or other kinds of harm (within the meaning of the Children Act 1989). <p>(5) The relevant partners of a local authority in Wales must co-operate with the authority in the making of arrangements under this section.</p>	ANCILLARY FUNCTION	Yes
Children Act 2014, Section 25(6) [Applicable in Wales only]	<p>(6) A local authority in Wales and any of their relevant partners may for the purposes of arrangements under this section—</p> <ul style="list-style-type: none"> (a) provide staff, goods, services, accommodation or other resources; 	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	(b) establish and maintain a pooled fund as defined by ss(7).		
Children Act 2014, Section 25(8) [Applicable in Wales only]	(8) A local authority in Wales and each of their relevant partners must in exercising their functions under this section have regard to any guidance given to them for the purpose by the Welsh Ministers.	ANCILLARY FUNCTION	Yes
Children Act 2014, Section 27(3) [Applicable in Wales only]	(3) An NHS trust to which section 25 see lines above applies must– (a) appoint an executive director, to be known as the trust’s “lead executive director for children and young people’s services”, for the purposes of the trust’s functions under that section; and (b) designate one of the trust’s non-executive directors as its “lead non-executive director for children and young people’s services” to have the discharge of those functions as his special care.	ANCILLARY FUNCTION	Yes
Children Act 2014, Section 28(2) [Applicable in Wales only]	(2) Each person and body to whom this section applies including an NHS trust all or most of whose hospitals, establishments and facilities are situated in Wales, by ss(1)(c) must make arrangements for ensuring that– (a) their functions are discharged having regard to the need to safeguard and promote the welfare of children; and (b) any services provided by another person pursuant to arrangements made by the person or body in the discharge of their functions are provided having regard to that need.	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Children Act 2014, Section 28(4) [Applicable in Wales only]	(4) The persons and bodies referred to in subsection (1)(a) to (c) and (i) must in discharging their duty under this section have regard to any guidance given to them for the purpose by the Assembly.	ANCILLARY FUNCTION	Yes
Domestic Violence, Crime and Victims Act 2004, Section 9(2), (3)	(3) It is the duty of any person or body within subsection (4) establishing or participating in a domestic homicide review (whether or not held pursuant to a direction under subsection (2)) to have regard to any guidance issued by the Secretary of State as to the establishment and conduct of such reviews.	ANCILLARY FUNCTION	Yes
Mental Health Units (Use of Force) Act 2018, s2(1) [Not in force]	(1) A relevant health organisation which includes NHS trusts by s13 that operates a mental health unit must appoint a responsible person for that unit for the purposes of this Act.	ANCILLARY FUNCTION	Yes
Mental Health Units (Use of Force) Act 2018, s3(1) [Not in force]	(1) The responsible person for each mental health unit must publish a policy regarding the use of force by staff who work in that unit.	ANCILLARY FUNCTION	Yes
Mental Health Units (Use of Force) Act 2018, s11(2) [Not in force]	(2) In exercising functions under this Act, responsible persons and relevant health organisations which includes NHS Trusts by s13 must have regard to guidance published by the SoS by ss(1) under this section.	ANCILLARY FUNCTION	Yes
Additional Learning Needs and Education Tribunal (Wales) Act 2018, s4(3) [In force in Wales only]	(3) The following persons must, when exercising functions under this Part, have regard to any relevant guidance contained in the code on additional learning	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	needs issued by the Welsh Ministers by ss(1)]— (h) an NHS trust;		
Additional Learning Needs and Education Tribunal (Wales) Act 2018, s20 [In force in Wales only]	(4) If a matter is referred to an NHS body which includes an NHS Trust by s99(1) under this section, the NHS body must consider whether there is a relevant treatment or service as defined by ss(6) that is likely to be of benefit in addressing the child's or young person's additional learning needs. (5) If the NHS body identifies such a treatment or service, it must— (a) secure the treatment or service for the child or young person, (b) decide whether the treatment or service should be provided to the child or young person in Welsh, and (c) if it decides that the treatment or service should be provided to the child or young person in Welsh, take all reasonable steps to secure that the treatment or service is provided in Welsh.	COMMISSIONING	Yes
Additional Learning Needs and Education Tribunal (Wales) Act 2018, s21 [In force in Wales only]	Various duties (not set out in full here) consequent on the NHS body identifying (or not identifying) a relevant treatment or service per s20	COMMISSIONING	Yes
Additional Learning Needs and Education Tribunal (Wales) Act 2018, s64 [In force in Wales only]	(1) This section applies where a health body mentioned in subsection (2) which includes an NHS Trust, in the course of exercising its functions in relation to a child who is under compulsory school age and for whom a local authority is responsible, forms the opinion that the child has, or probably has, additional learning needs.	REGULATORY	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>(3) The health body must inform the child's parent of its opinion and of its duty in subsection (4).</p> <p>(4) After giving the parent an opportunity to discuss the health body's opinion with an officer of the body, the health body must bring it to the attention of the local authority that is responsible for the child or, if the child is looked after, to the attention of the local authority that looks after the child, if the health body is satisfied that doing so would be in the best interests of the child.</p> <p>(5) If the health body is of the opinion that a particular voluntary organisation is likely to be able to give the parent advice or other assistance in connection with any additional learning needs that the child may have, it must inform the parent accordingly.</p>		
<p>Additional Learning Needs and Education Tribunal (Wales) Act 2018, s65 [In force in Wales only]</p>	<p>(1) Subsection (2) applies if a local authority requests a person mentioned in subsection (4) [which includes NHS Trusts] to exercise the person's functions to provide the authority with information or other help, which it requires for the purpose of exercising its functions under this Part.</p> <p>(2) The person must comply with the request unless the person considers that doing so would—</p> <ul style="list-style-type: none"> (a) be incompatible with the person's own duties, or (b) otherwise have an adverse effect on the exercise of the person's functions. <p>(3) A person that decides not to comply with a request under subsection (1) must give the local authority that made the request written reasons for the decision.</p>	REGULATORY	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Additional Learning Needs and Education Tribunal (Wales) Act 2018, s76 [In force in Wales only]	(1) The Education Tribunal for Wales may, in relation to an appeal under this Part,— (a) exercise its functions to require an NHS body to give evidence about the exercise of the body's functions; (b) make recommendations to an NHS body about the exercise of the body's functions. (3) An NHS body to whom a recommendation has been made by the Tribunal must make a report to the Tribunal before the end of any prescribed period beginning with the date on which the recommendation is made. ss(4) specifies the contents of the report.	REGULATORY	Yes
Regulation and Inspection of Social Care (Wales) Act 2016, s178 [in force in Wales only]	(2) A regulatory body i.e. the Welsh Ministers and SCW, by s176(1) must, in the exercise of its relevant functions, seek to co-operate with a relevant authority which includes, by s177(1)(e) an NHS Trust if the regulatory body thinks such co-operation— (a) will have a positive effect on the manner in which the body exercises its functions, or (b) will assist the body in achieving its general objectives.	REGULATORY	Yes
Regulation and Inspection of Social Care (Wales) Act 2016, s178 [in force in Wales only]	(3) Where a regulatory body requests the co-operation of a relevant authority under subsection (2) the authority must comply with the request unless the authority— (a) is prevented from co-operating in the manner requested by any enactment or other rule of law, (b) thinks that such co-operation would otherwise be incompatible with its own functions, or	REGULATORY	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	(c) thinks that such co-operation would have an adverse effect on its functions.		
Regulation and Inspection of Social Care (Wales) Act 2016, s178 [in force in Wales only]	(4) If a relevant authority requests the co-operation of a regulatory body, the body must comply with that request unless the body— (a) is prevented from co-operating in the manner requested by any enactment (including this Act) or other rule of law, (b) thinks that such co-operation would otherwise be incompatible with the regulatory body's own functions, or (c) thinks that such co-operation would have an adverse effect— (i) on the body's functions, or (ii) on achieving the body's general objectives.	REGULATORY	Yes
Well-being of Future Generations (Wales) Act 2015, Parts 2 and 3	Not reproduced in full here, the Act confers various duties on public bodies to do things in pursuit of the economic, social, environmental and cultural well-being of Wales in a way that accords with the sustainable development principle and to require public bodies to report on such action. "Public bodies", by section 6, includes NHS Trusts.	REGULATORY	Yes
Counter-terrorism and Security Act 2016, s26	(1) A specified authority which includes, by Schedule 6, and NHS Trust must, in the exercise of its functions, have due regard to the need to prevent people from being drawn into terrorism.	ANCILLARY FUNCTION	Yes
Counter-terrorism and Security Act 2016, s38	(1) The partners which include NHS Trusts by Schedule 7 of a panel i.e. a panel established by a LA by s36 must,	CORPORATE	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	so far as appropriate and reasonably practicable, act in co-operation with— (a) the panel in the carrying out of its functions; (b) the police and local authorities in the carrying out of their functions in connection with section 36.		
Counter-terrorism and Security Act 2016, s38	By ss(3) the duty of a partner of a panel to act in co-operation with the panel includes the giving of information (subject to ss(4)) and extends only so far as the co-operation is compatible with the exercise of the partner's functions under any other enactment or rule of law.	CORPORATE	Yes
Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, reg 4(1)	(1) Each public authority listed in Schedule 2 which includes NHS Trusts to these Regulations must publish information to demonstrate its compliance with the duty imposed by section 149(1) of the Act i.e. the public sector equality duty of the Equality Act 2010. See further regs 4(2) onwards and reg 6 for requirements as to publication and exemption for authorities with fewer than 150 employees	REGULATORY	Yes
National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 6(1)	(1) Where an NHS trust or an NHS foundation trust supplies a drug or appliance to a patient for the purpose of treatment, the NHS trust or the NHS foundation trust (as the case may be) must, subject to paragraphs (3) to (6), make and recover from the patient for the supply of continues as to charges to be made in respect of particular items See further reg 6 for exemptions	COMMISSIONING	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 7(1)	(1) Where drugs or appliances are supplied to a patient, including during the out of hours period, for the purpose of treating that patient, by a prescriber at a walk-in centre, the NHS trust, NHS foundation trust or other person responsible for the management of the centre, must, subject to paragraphs (3) to (5), make and recover from that patient for the supply of continues as to charges to be made in respect of particular items See further reg 7 for exemptions	COMMISSIONING	Yes
National Health Service (Charges for Drugs and Appliances) Regulations 2015, reg 10(1)	(9) Where a claim to an exemption has been made but is not substantiated, and in consequence of the claim a charge has not been recovered, if— (b) the drugs or appliances were supplied by an NHS trust or an NHS foundation trust as mentioned in regulation 6, then that NHS trust or NHS foundation trust must recover that charge from the person concerned	COMMISSIONING	Yes
National Health Service (Charges to Overseas Visitors) Regulations 2015	The Regulations place various duties (not set out in full here) on "relevant bodies" (which includes NHS Trusts, by reg 2) to make and recover charges for the provision of relevant services to overseas visitors. Further, NHS Trusts, in meeting their obligations to make and recover charges from overseas visitors, must (by reg 3A) enter certain specified information against record against the overseas visitor's consistent identifier.	COMMISSIONING	Yes
National Health Service (Optical Charges and Payments) Regulations 2013, reg 2(2)	(2) Where a charge is payable by virtue of paragraph (1) a charge for such amount for glasses and contact lenses as determined by the SoS, the NHS trust or NHS	COMMISSIONING	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	<p>foundation trust, or other person on its behalf, that supplies or is to supply the glasses or contact lenses must—</p> <p>(a) on arranging to supply the glasses or contact lenses, make the charge, and</p> <p>(b) on supplying the glasses or contact lenses or having them available for supply, recover the charge from the person supplied or to be supplied (if the charge has not previously been paid).</p>		
National Health Service (Optical Charges and Payments) Regulations 2013, reg 10(1)	<p>(1) An NHS trust or NHS foundation trust which, following a sight test, issues a prescription for an optical appliance to a person who—</p> <p>(a) has indicated that they are an eligible person; or</p> <p>(b) is an eligible person by virtue of regulation 8(5), must issue to that person a voucher relating to the optical appliance prescribed.</p> <p>See further reg 10(2) for requirements on issuing a voucher</p>	COMMISSIONING	Yes
Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) Regulations 2013/218, reg 23	<p>This provision imposes consultation duties (not set out in full here) on a "responsible person" ("R") (which may be a "service provider", a definition which by reg 23(14) includes an NHS Trust) where R has under consideration any proposal for a substantial development of the health service. This is subject to reg 23(12) which sets out the circumstances in which the functions in reg 23 are to be carried out by a responsible commissioner in the place of a service provider.</p>	ANCILLARY FUNCTIONS	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012, reg 4	<p>(1) This regulation applies where a clinical commissioning group, NHS trust or NHS foundation trust and a local authority propose to designate a body as a Care Trust under section 77(1) of the 2006 Act, or propose to revoke such designation.</p> <p>(2) Where this regulation applies, the body and the local authority must, before designating or revoking the designation, as the case may be, consult jointly such persons as appear to them to be affected by the proposed designation or revocation.</p>	REGULATORY	Yes
Care Act 2014, s6	<p>(1) A local authority must co-operate with each of its relevant partners which, by ss(7) includes each NHS body in the authority's area, defined in turn by ss(8) as NHS trust or NHS foundation trust which provides services in the authority's area, and each relevant partner must co-operate with the authority, in the exercise of—</p> <p>(a) their respective functions relating to adults with needs for care and support,</p> <p>(b) their respective functions relating to carers, and</p> <p>(c) functions of theirs the exercise of which is relevant to functions referred to in paragraph (a) or (b).</p>	ANCILLARY FUNCTION	Yes
Social Services and Well-being (Wales) Act 2014, s17	<p>(5) A Local Health Board or an NHS Trust providing services in the area of a local authority must, for the purposes of this section which imposes a duty on Welsh LAs to secure the provision of information, advice and assistance, provide that local authority with information</p>	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	about the care and support it provides in the local authority's area.		
Social Services and Well-being (Wales) Act 2014, s118	(2) Where a child who is accommodated in Wales— (g) in any accommodation provided by or on behalf of an NHS Trust or by or on behalf of an NHS Foundation Trust, ceases to be so accommodated after reaching the age of 16, the person by whom or on whose behalf the child was accommodated or who carries on or manages the home or hospital (as the case may be) must inform the local authority or local authority in England within whose area the child proposes to live. subject to ss(3) which provides that the duty if the accommodation has been provided for a consecutive period of at least three months.	ANCILLARY FUNCTION	Yes
Social Services and Well-being (Wales) Act 2014, s120	(1) Subsection (2) applies where a child is provided with accommodation in Wales by a Local Health Board, an NHS Trust or a local authority in the exercise of education functions ("the accommodating authority")— (a) for a consecutive period of at least 3 months, or (b) with the intention, on the part of that authority, of accommodating the child for such a period. (2) The accommodating authority must notify the appropriate officer as defined by ss(4) of the responsible authority as defined by ss(3)— (a) that it is accommodating the child, and (b) when it ceases to accommodate the child.	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Social Services and Well-being (Wales) Act 2014, s134	Not reproduced in full here, this section makes provision for "Safeguarding Boards" and regulations governing them. By ss(2)(d) an NHS Trust is designated as a partner of a Safeguarding Board.	ANCILLARY FUNCTION	Yes
Social Services and Well-being (Wales) Act 2014, s161B	(1) The Welsh Ministers may require a person falling within subsection (2) which includes an NHS Trust to provide them with— (a) any documents, records (including medical or other personal records) or other information— (i) which relate to the exercise of a social services function of a local authority, and (ii) which the Welsh Ministers consider it necessary or expedient to have for the purposes of a review under section 149A or 149B; (b) an explanation of the content of— (i) any documents, records or other information provided under paragraph (a), or (ii) any documents or records provided to an inspector conducting an inspection of premises under section 161 in connection with a review under section 149B. Subject to ss(3) which provides that a person is not required to provide documents, records or other information under subsection (1) if the person is prohibited from providing them by any enactment or other rule of law.	REGULATORY	Yes
Social Services and Well-being (Wales) Act 2014, s162(6)	(1) A local authority must make arrangements with a view to promoting the matters specified in ss(3) to promote co-operation between—	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	(a) the local authority, (b) each of the authority's relevant partners including, by ss(4)(f) an NHS Trust providing services in the area of the authority in the exercise of— (i) their functions relating to adults (ii) their other functions the exercise of which is relevant to the functions referred to in sub-paragraph (i), and (c) such other persons or bodies as the authority considers appropriate, being persons or bodies of any nature who or which exercise functions or are engaged in activities in relation to— (i) adults within the authority's area with needs for care and support, or (ii) adults within the authority's area who are carers. (6) The relevant partners of a local authority must co-operate with the authority in the making of arrangements under this section.		
Social Services and Well-being (Wales) Act 2014, s162(7); (9)	(7) A local authority and any of its relevant partners may for the purposes of arrangements under this section— (a) provide staff, goods, services, accommodation or other resources; (b) establish and maintain a pooled fund defined at ss(7); (c) share information with each other.	COMMISSIONING	Yes
Social Services and Well-being (Wales) Act 2014, s162(7); (9)	(9) A local authority and each of its relevant partners including, by ss(4)(f) an NHS Trust providing services in the area of the authority must, in exercising their	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	functions under this section, have regard to any guidance given to them for the purpose by the Welsh Ministers.		
Social Services and Well-being (Wales) Act 2014, s164(1), (3)	<p>(1) If a local authority requests the co-operation of a person mentioned in subsection (4) includes an NHS Trust in the exercise of any of its social services functions, the person must comply with the request unless the person considers that doing so would—</p> <p>(a) be incompatible with the person's own duties, or</p> <p>(b) otherwise have an adverse effect on the exercise of the person's functions.</p> <p>(3) A person who decides not to comply with a request under subsection (1) or (2) must give the local authority which made the request written reasons for the decision.</p>	REGULATORY	Yes
Social Services and Well-being (Wales) Act 2014, s164(2); (3)	<p>(2) If a local authority requests that a person mentioned in subsection (4) includes an NHS Trust provides it with information it requires for the purpose of the exercise of any of its social services functions, the person must comply with the request unless the person considers that doing so would—</p> <p>(a) be incompatible with the person's own duties, or</p> <p>(b) otherwise have an adverse effect on the exercise of the person's functions.</p> <p>(3) A person who decides not to comply with a request under subsection (1) or (2) must give the local authority which made the request written reasons for the decision.</p>	REGULATORY	Yes
Social Services and Well-being (Wales) Act 2014, s164(5)	(5) A local authority and each of those persons mentioned in subsection (4) includes an NHS Trust must	ANCILLARY FUNCTION	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	in exercising their functions under this section have regard to any guidance given to them for the purpose by the Welsh Ministers.		
Social Services and Well-being (Wales) Act 2014, s164A(1), (3)	<p>(1) If a local authority requests the co-operation of a person mentioned in subsection (4) includes NHS Trusts in the exercise of its functions mentioned in subsection (5) relating to functions under Children Act 1989 &c, the person must comply with the request unless the person considers that doing so would—</p> <p>(a) be incompatible with the person's own duties, or</p> <p>(b) otherwise have an adverse effect on the exercise of the person's functions.</p> <p>(3) A person who decides not to comply with a request under subsection (1) or (2) must give the local authority which made the request written reasons for the decision.</p>	REGULATORY	Yes
Social Services and Well-being (Wales) Act 2014, s164A(2), (3)	<p>(2) If a local authority requests that a person mentioned in subsection (4) includes NHS Trusts provides it with information it requires for the purpose of the exercise of any of its functions mentioned in subsection (5) relating to functions under Children Act 1989 &c, the person must comply with the request unless the person considers that doing so would—</p> <p>(a) be incompatible with the person's own duties, or</p> <p>(b) otherwise have an adverse effect on the exercise of the person's functions.</p> <p>(3) A person who decides not to comply with a request</p>	REGULATORY	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	under subsection (1) or (2) must give the local authority which made the request written reasons for the decision.		
Children and Families Act 2014, s28	(1) A local authority in England must co-operate with each of its local partners which includes, by ss(2)(m), an NHS Trust or NHS Foundation Trust which provides services in the authority's area, or which exercises functions in relation to children or young people for whom the authority is responsible, and each local partner must co-operate with the authority, in the exercise of the authority's functions under this Part.	ANCILLARY FUNCTIONS	Yes
Children and Families Act 2014, s31	(1) This section applies where a local authority in England requests the cooperation of any of the following persons and bodies in the exercise of a function under this Part— (g) an NHS trust or NHS foundation trust. (2) The person or body must comply with the request, unless the person or body considers that doing so would— (a) be incompatible with the duties of the person or body, or (b) otherwise have an adverse effect on the exercise of the functions of the person or body. (3) A person or body that decides not to comply with a request under subsection (1) must give the authority that made the request written reasons for the decision.	ANCILLARY FUNCTIONS	Yes
Children and Families Act 2014, s77	(4) The persons listed in subsection (1) including at ss(1)(l) NHS Trusts must have regard to the Code of	ANCILLARY FUNCTIONS	Yes

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
	Practice issued by the SoS pursuant to ss(1) in exercising their functions under this Part.		
Equality Act 2010 c. 15	Refers to all functions under this Act	CORPORATE	Yes
Health Act 2009 c. 21	Refers to entire Act.	REGULATORY	Yes
Health and Social Care Act 2008 c. 14	All duties of an NHS Trust under this Act	REGULATORY	Yes
Local Government and Public Involvement in Health Act 2007 c. 28	All duties of an NHS Trust under this Act	REGULATORY	Yes
Health Act 2006 c. 28	Refers to entire Act.	REGULATORY	Yes
Health and Social Care (Community Health and Standards) Act 2003 c. 43	Refers to entire Act.	REGULATORY	Yes
Mental Capacity Act 2005 c. 9	Refers to entire Act.	REGULATORY	Yes
Health and Social Care Act 2008 c. 14	All functions of a Trust under this Act.	REGULATORY	Yes
Local Audit and Accountability Act 2014 c. 2	Refers to entire Act.	REGULATORY	Yes

Schedule 3 Reserved Functions

1. Reserved Functions are any Functions of the Trusts that they cannot lawfully delegate or jointly exercise or otherwise are Functions that NHS England has categorised as not 'Open to Joint Exercise of Functions' in *Arrangements for delegation and joint exercise of statutory functions* as reproduced in the table set out in paragraph 2 below.
2. The table referred to in paragraph 1 is as follows:

Section & Act/ Clause & Bill	Wording	Category of function	Open to joint exercise
Section 27A NHS Act 2006	<p>(1) A public benefit corporation must hold an annual meeting of its members.</p> <p>(2) The meeting must be open to members of the public.</p> <p>(3) At least one member of the board of directors of the corporation must attend the meeting and present the following documents to the members at the meeting—</p> <p>(a) the annual accounts,</p> <p>(b) any report of the auditor on them,</p> <p>(c) the annual report.</p> <p>(4) Where an amendment is made to the constitution in relation to the powers or duties of the council of governors of a public benefit corporation (or otherwise with respect to the role that the council has as part of the corporation)—</p> <p>(a) at least one member of the council of governors must attend the next meeting to be held under this paragraph and present the amendment, and</p> <p>(b) the corporation must give the members an opportunity to vote on whether they approve the amendment.</p> <p>(5) If more than half of the members voting approve the amendment, the amendment continues to have effect; otherwise, it ceases to have effect and the corporation must take such steps as are necessary as a result.</p>	CORPORATE	No
Section 37 NHS Act 2006	<p>(1) An NHS foundation trust may make amendments of its constitution only if—</p> <p>(a) more than half of the members of the council of governors of the trust voting approve the amendments, and</p> <p>(b) more than half of the members of the board of directors of the trust voting approve the amendments.</p>	CORPORATE	No
Section 42B (6) NHS Act 2006 as inserted by section 62 of the Health and Care Act 2022	<p>Limits on capital expenditure</p> <p>(6) A trust that is the subject of an order under this section must not exceed the capital expenditure limit imposed by the order during the financial year to which it relates.</p>	CORPORATE / REGULATORY	No
Section 43 NHS Act 2006	<p>(1) The principal purpose of an NHS foundation trust is the provision of goods and services for the purposes of the health service in England.</p>	CORPORATE	No

Section 43 NHS Act 2006	(3D) An NHS foundation trust which proposes to increase by 5% or more the proportion of its total income in any financial year attributable to activities other than the provision of goods and services for the purposes of the health service in England may implement the proposal only if more than half of the members of the council of governors of the trust voting approve its implementation.	CORPORATE	No
Section 46 NHS Act 2006	(1) An NHS foundation trust may borrow money for the purposes of or in connection with its functions. (4) An NHS foundation trust may invest money (other than money held by it as trustee) for the purposes of or in connection with its functions. (5) The investment may include investment by— (a) forming, or participating in forming, bodies corporate, (b) otherwise acquiring membership of bodies corporate. (6) An NHS foundation trust may give financial assistance (whether by way of loan, guarantee or otherwise) to any person for the purposes of or in connection with its functions.	CORPORATE / ANCILLARY	No
Section 50 NHS Act 2006	An NHS foundation trust must pay to the regulator such fee as the regulator may determine in respect of its exercise of functions under— (a) section 39; (b) section 39A.	REGULATORY	No
Section 51A NHS Act 2006	(1) An NHS foundation trust may enter into a significant transaction only if more than half of the members of the council of governors of the trust voting approve entering into the transaction. (2) “Significant transaction” means a transaction or arrangement of such description as may be specified in the trust's constitution. (3) If an NHS foundation trust does not wish to specify any descriptions of transaction or arrangement for the purposes of subsection (2), the constitution of the trust must specify that it contains no such descriptions.	CORPORATE	No

Section 56B NHS Act 2006	<p>(1) An application may be made to the regulator by an NHS foundation trust for the dissolution of the trust and the establishment of two or more new NHS foundation trusts.</p> <p>(2) An application under this section may be made only with the approval of more than half of the members of the council of governors of the applicant.</p> <p>(3) The application must, by reference to each of the proposed new trusts—</p> <p>(a) specify the property and liabilities proposed to be transferred to it;</p> <p>(b) be accompanied by a copy of its proposed constitution.</p> <p>(4) The regulator must grant the application if it is satisfied that such steps as are necessary to prepare for the dissolution of the trust and the establishment of each of the proposed new trusts have been taken.</p> <p>(5) On the grant of the application, the proposed constitution of each of the new trusts has effect but, in the case of each of the new trusts, the proposed directors may exercise the functions of the trust on its behalf until a board of directors is appointed in accordance with the constitution.</p>	CORPORATE	No
Section 57A NHS Act 2006	<p>57A Dissolution</p> <p>(1) An application may be made by an NHS foundation trust to the regulator for dissolution.</p> <p>(2) An application under this section may be made only with the approval of more than half of the members of the council of governors of the applicant.</p>	CORPORATE	No
Section 61 NHS Act 2006	(1) An NHS foundation trust must take steps to secure that (taken as a whole) the actual membership of any public constituency and (if there is one) of the patients' constituency is representative of those eligible for such membership.	CORPORATE	No
Chapter 5A NHS Act 2006	Trusts Special Administration.	REGULATORY	No
Domestic Violence, Crime and Victims Act 2004, Section 9(2), (3)	(2) The Secretary of State may in a particular case direct a specified person or body within subsection (4) including NHS trusts established under section 25 of the National Health Service Act 2006 or section 18 of the National Health Service (Wales) Act 2006 by ss(4)(a) to establish, or to participate in, a domestic homicide review as defined by ss(1).	ANCILLARY FUNCTION	No

Charities Act 2011, ss149; 152	Various provisions as to the audit/examination of the accounts of an "English NHS charity" (which would include a charitable trust, the trustees of which are an NHS Trust), including requirements as to the auditor/independent examiner and the giving of guidance by the Charities Commission	REGULATORY	No
Policing and Crime Act 2017, s1	<p>(1) A collaboration agreement as defined by ss(3) may be made by—</p> <p>(a) one or more persons within a paragraph of subsection (2), and</p> <p>(b) one or more persons within another paragraph of that subsection.</p> <p>(2) Those persons are—</p> <p>(a) an ambulance trust in England,</p> <p>(b) a fire and rescue body in England, and</p> <p>(c) a police body in England.</p> <p>See further sections 3 and 4 regarding collaboration agreements</p>	CORPORATE	No
Investigatory Powers Act 2016, Part 3	Not reproduced in full here, this part of the Act contains provision for applications by "relevant public authorities" to the Investigatory Powers Commissioner for authorisations to obtain communications, and the granting of authorisations by a designated officer in a relevant public authority in specific circumstances. "Relevant public authority" includes (by Schedule 4) ambulance trusts.	REGULATORY	No
Immigration Act 1999, s20A	Not reproduced in full here, this provision confers a duty on NHS Trusts to supply a "nationality document" at the direction of the SoS, if the SoS has reasonable grounds for believing is lawfully in the possession of an NHS Trust.	REGULATORY	No
Network and Information Systems Regulations 2018	Not reproduced in full here, the regulations make provision for the identification of "operators of essential services" (OES) (where they provide an essential service as specified in Schedule 2 of the regs and where they (a) rely on network and information systems; and (b) satisfy a threshold requirement described for that kind of essential service. NHS Trusts are specified in Schedule 2. An OES is subject to duties relating to notification of their status to a designated competent authority and take appropriate and proportionate technical and organisational measures to manage risks posed to the security of the network and information systems on which their essential service relies.	CORPORATE	No

Housing Act 1996, s213B	<p>NHS Trusts are included among the public authorities specified by Homelessness (Review Procedure etc) Regulations 2018 (see reg 10 and Schedule) for the purposes of this provision:</p> <p>(1) This section applies if a specified public authority considers that a person in England in relation to whom the authority exercises functions is or may be homeless or threatened with homelessness.</p> <p>(2) The specified public authority must ask the person to agree to the authority notifying a local housing authority in England of—</p> <p>(a) the opinion mentioned in subsection (1), and</p> <p>(b) how the person may be contacted by the local housing authority.</p> <p>(3) If the person—</p> <p>(a) agrees to the specified public authority making the notification, and</p> <p>(b) identifies a local housing authority in England to which the person would like the notification to be made,</p> <p>the specified public authority must notify that local housing authority of the matters mentioned in subsection (2)(a) and (b).</p>	REGULATORY	No
Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, reg 5(1)	<p>(1) Each public authority listed in Schedule 2 which includes NHS Trusts to these Regulations must prepare and publish one or more objectives it thinks it should achieve to do any of the things mentioned in paragraphs (a) to (c) of section 149(1) of the Act. See further regs 5(2) onwards and reg 6 for requirements as to publication.</p>	CORPORATE	No
Equality Act 2010 (Specific Duties and Public Authorities) Regulations 2017, Schedule 1(2)	<p>Not reproduced in full here, a relevant public authority is subject to a duty to publish annual information relating to gender pay gap information relating to employees.</p>	CORPORATE	No
Controlled Drugs (Supervision of Management and Use) Regulations 2013	<p>The Regulations place various duties (not set out in full here) on "designated bodies" (which includes NHS Trusts, by reg 7) in relation to the supervision, management and use of controlled drugs</p>	REGULATORY	No

Children and Families Act 2014, s23	<p>(1) This section applies where, in the course of exercising functions in relation to a child who is under compulsory school age, a clinical commissioning group, NHS trust or NHS foundation trust form the opinion that the child has (or probably has) special educational needs or a disability.</p> <p>(2) The group or trust must—</p> <p>(a) inform the child's parent of their opinion and of their duty under subsection (3), and</p> <p>(b) give the child's parent an opportunity to discuss their opinion with an officer of the group or trust.</p> <p>(3) The group or trust must then bring their opinion to the attention of the appropriate local authority in England.</p> <p>(4) If the group or trust think a particular voluntary organisation is likely to be able to give the parent advice or assistance in connection with any special educational needs or disability the child may have, they must inform the parent of that.</p>	ANCILLARY FUNCTIONS	No
Mental Health Act 1983	Refers to entire Act.	REGULATORY	No
Mental Capacity Act 2005	Refers to entire Act.	REGULATORY	No
Mental Capacity (Deprivation of Liberty: Standard Authorisations, Assessments and Ordinary Residence) Regulations 2008/1858	Refers to entire Regulations.	REGULATORY	No
Mental Health (Hospital, Guardianship and Treatment) (England) Regulations 2008/1184	Refers to entire Regulations.	REGULATORY	No

Schedule 4 Group Board Terms of Reference (ToR)

1 Introduction

- 1.1 The Group Board is a statutory joint committee of the boards of Liverpool University Hospitals NHS Foundation Trust, Liverpool Women's NHS Foundation Trust and Liverpool Heart and Chest Hospital NHS Foundation Trust who have established it to exercise Joint Functions in accordance with the Provider Collaboration Agreement dated 1 xxxx 2025 (the PCA).
- 1.2 In these terms of reference 'Joint Functions' mean all the Trusts' functions that the Trusts have agreed in the PCA to exercise jointly subject to any variation of the PCA that the Trusts have agreed in accordance with it.

2 Authority & Accountabilities

- 2.1 The Group Board is authorised by the Boards to exercise the Joint Functions.
- 2.2 The Group Board shall be fully and equally accountable to all Trust Boards for the exercise of the Joint Functions and shall at all times comply with the PCA and NHS England guidance when exercising Joint Functions.
- 2.3 The Group Board may authorise one of the Trusts to contract with a third party on behalf of itself alone or all Trusts jointly and severally subject to compliance with the Trusts' standing orders and standing financial instructions.
- 2.4 The Group Board is authorised by the Boards to obtain outside legal or other independent professional advice and to secure the attendance of outsiders with relevant experience and expertise if it considers this necessary.
- 2.5 The Group Board shall transact all business in accordance with the policies of the Trusts on openness and conformity with the Nolan principles and values of the Public Services.

3 Reporting Arrangements

- 3.1 The minutes of Group Board meetings shall be formally recorded and submitted to each Trust's Board.
- 3.2 The Group Board shall provide to each Trust's Board an Annual Report of the activities of the Group Board.

4 Membership

- 4.1 The voting members of the Group Board shall include all the Voting Directors of all Trusts during their terms of office.
- 4.2 Additionally the Trusts may appoint Non-Voting Directors of the Trusts to be voting or non-voting members of the Group Board.
- 4.3 The proceedings of the Group Board shall not be invalidated by any vacancy in its membership or by any defect in the appointment of a member of the Group Board.

- 4.4 In line with the Trusts' Standing Orders, members of the Group Board must attend at least 75% the Group Board's meetings annually, subject to Annual Review and Appraisal process.

5 Attendance

- 5.1 The Group Company Secretary will attend as required to ensure that the Group Board business is transacted as per this Terms of Reference, the PCA, the Trusts' Standing Orders and documents referred to in them.

6 Chair

- 6.1 The Joint Chair of the Trusts, if present, shall preside at any meeting of the Group Board or, if the Joint Chair is absent, the Joint Vice Chair of the Trusts shall preside. If the Joint Vice Chair is presiding at a meeting instead of the Chair, then references in this Terms of Reference to the Joint Chair shall be construed as the Joint Vice Chair.

7 Quorum

- 7.1 No business shall be transacted at a meeting of the Group Board unless:
- 7.1.1 At least half the voting members of the Group Board are present
 - 7.1.2 At least half of the voting members present are Voting NEDs of one or all of the Trusts
 - 7.1.3 The voting members present include (in addition to the Joint Chair) at least one Voting ED of LUHFT, one Voting ED of LWH and one Voting ED of LHCH (who in the case of a joint director may be the same person) and at least one Voting NED of LUHFT, one Voting NED of LWH and one Voting NED of LHCH (who in the case of a joint director may be the same person).

8 Decision making

- 8.1 The Group Board will generally operate on the basis of forming a consensus on all issues considered, taking account of the views expressed by all members. The Joint Chair will seek to ensure that any lack of consensus is resolved amongst members.
- 8.2 If the Group Board is unable to reach a consensus on an issue, the Joint Chair may put the issue to a vote. The vote will be carried if:
- 8.2.1 A majority of voting members present and voting are in favour (and in the event of a tied vote the Joint Chair shall have a casting vote), and
 - 8.2.2 The voting members in favour include not less than half the LUHFT Voting Directors present, not less than half the LWH Voting Directors present and not less than half the LHCH Voting Directors present.

9 Admission of the public to meetings

- 9.1 Meetings of the Group Board shall be held in public.
- 9.2 But the Group Board may, by resolution, exclude the public from a meeting (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings.

10 Managing Conflicts of Interest

- 10.1 Each member of the Group Board must abide by all policies of the Trust of which she or he is a director or officer in relation to conflicts of interest.
- 10.2 Where any Group Board member has an actual or potential conflict of interest in relation to any matter under consideration at any meeting, the Joint Chair (in her or his discretion) shall decide, having regard to the nature of the potential or actual conflict of interest, whether or not that member may participate in meetings (or parts of meetings) in which the relevant matter is discussed.

11 Administrative Support

- 11.1 The Group Company Secretary's Office shall provide administrative support to the Group Board.

12 Annual Workplan

- 12.1 The Group Board will agree an Annual Workplan and cycle of business prior to the beginning of each financial year. The reporting cycle will then form part of the agenda alongside the standing agenda items.

13 Frequency of Meetings

- 13.1 Meetings of the Group Board shall be held not less than six times a year.
- 13.2 Extraordinary meetings may be called for a specific purpose at the discretion of the Joint Chair. Where possible, a minimum of seven working days' notice will be given when calling any extraordinary meeting.

14 Papers Publication

- 14.1 All papers will be published using the available electronic Board paper system. A progress report of outstanding/pending Group Board actions will be presented to each meeting of the Group Board.

15 Standards

- 15.1 The Group Board shall comply with the following standards:
 - 15.1.1 NHSE Code of Governance for NHS provider trusts
 - 15.1.2 NHSE Risk Assessment Framework
 - 15.1.3 NHSE Annual Planning Guidance

- 15.1.4 The Health NHS Board – Principles of Good Governance
- 15.1.5 Corporate Governance – Principles of Public Life (GP01)

16 Standard Agenda

- 16.1 Agendas will be built around the Group Board annual workplan, and most of the following will appear on each agenda, while some will appear only once or twice each year:
 - 16.1.1 Declarations of interest,
 - 16.1.2 Minutes of previous meeting,
 - 16.1.3 Action list
 - 16.1.4 Reports of committees of the Group Board
 - 16.1.5 Reports of committees of all Trusts including Audit Committees, Nomination & Remuneration Committees and Charitable Funds Committees
 - 16.1.6 Self-assessment of the Group Board's effectiveness
 - 16.1.7 Review of the Group Board's terms of reference
 - 16.1.8 Annual Report of Group Board
 - 16.1.9 Other items as per agreed cycle of business

17 Committees

- 17.1 The Group Board shall have the following committees:
 - 17.1.1 Group Strategy & Partnerships Committee
 - 17.1.2 Group Assurance & Risk Committee
 - 17.1.3 Aintree Hospital Management Board
 - 17.1.4 Liverpool Heart & Chest/Broadgreen Hospital Management Board
 - 17.1.5 Royal Hospital Management Board
 - 17.1.6 Diagnostic Treatment Centre Hospital Management Board
 - 17.1.7 Liverpool Women's Hospital Management Board
- 17.2 For the purpose of assisting the exercise of Joint Functions, the Group Board may appoint one or more additional committees.
- 17.3 The voting members of a committee of the Group Board may only be individuals who are voting members of the Group Board.

17.4 The Group Board may authorise a committee to exercise Joint Functions that the Group Board expressly subdelegates to the committee in its ToR.

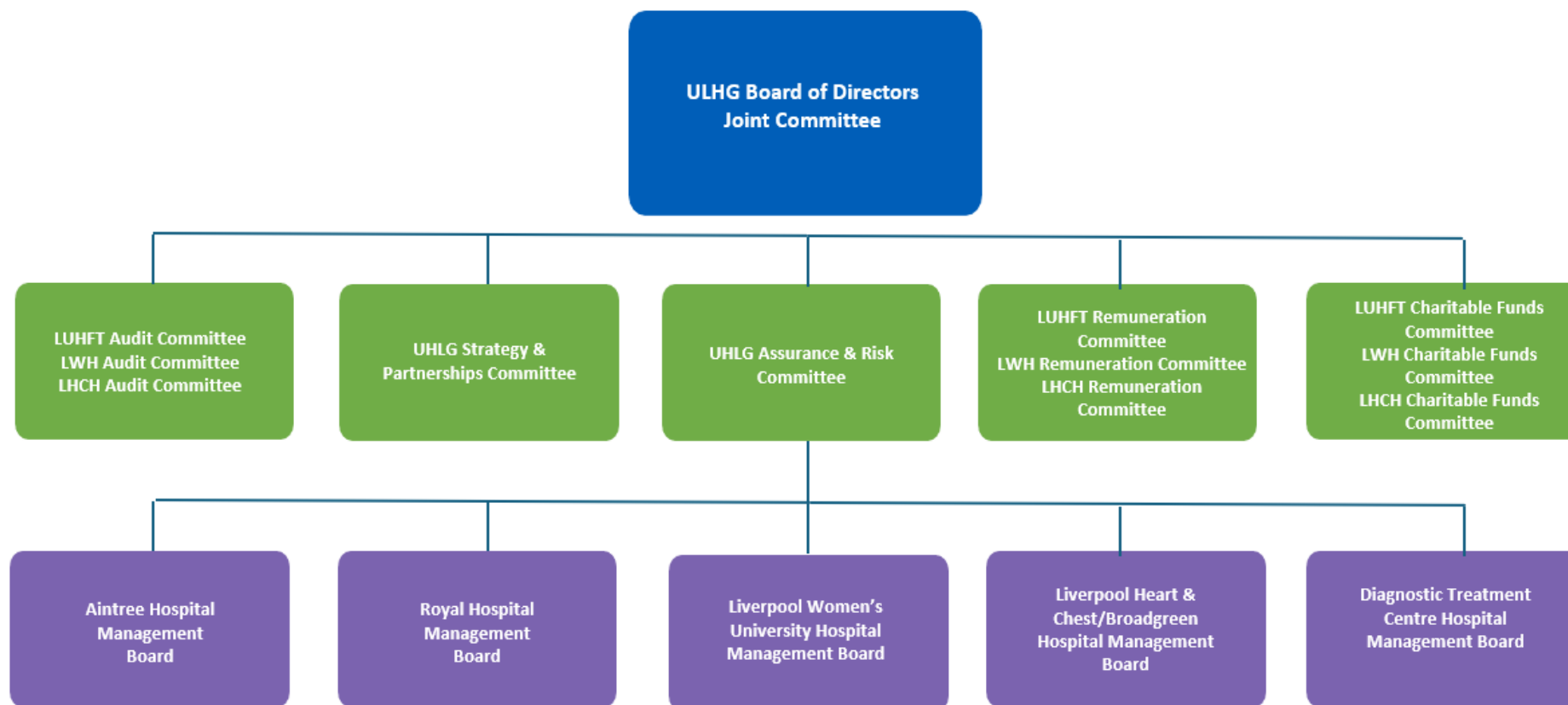
18 Amendment

18.1 These terms of reference may only be amended by variation in accordance with Clause 16 of the PCA.

Date approved: xxxxx 2025

Date of review: September 2026

Schedule 5 Governance Organogram for the Trusts' Appointment of Committees as at the Commencement Date



Schedule 6 Data sharing and confidentiality

Part A: Confidentiality

- 1 In this Schedule “Confidential Information” means: all information, whether written or oral (however recorded), provided by one Trust (the Disclosing Trust) to the other Trusts (Receiving Trust(s)) and which (i) is known by the Receiving Trust(s) to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the Receiving Trust(s) to be confidential.
- 2 The Trusts may disclose Confidential Information:
 - 2.1 to their employees, agents or consultants who need to know such information for the purpose of discharging their obligations under this Agreement if they ensure that their employees, agents, or consultants to whom they disclose Confidential Information comply with this Schedule 6 and
 - 2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 3 The Trusts will not use each other’s Confidential Information for any purpose other than to comply with this Agreement.
- 4 The Trusts acknowledge that they are subject to legal duties under the FOIA and EIR which may require them to disclose, on request, information relating to this Agreement and that they are also subject to the Code of Practice on Openness in the NHS (4 August 2003).
- 5 If a Trust receives a Request for Information (as defined in FOIA) or a request under regulation 5(1) of EIR (each, a Request) about their collaboration arrangements or the Group Board, prior to any disclosure of information to which an exemption to FOIA or EIR (as the case may be) may apply (Potentially Exempt Information) and recognising fully that the decision whether and what to disclose is for the Trust receiving the Request:
 - 5.1 Notify the other Trusts of such Request
 - 5.2 Consider any representations made by the other Trusts in relation to the Request and any possible exemptions and
 - 5.3 Consult with the other Trusts in relation to any proposed disclosure as to whether any further explanatory material or advice should also be disclosed with the information in question.
- 6 Each Trust agrees that it will promptly inform the other Trusts of any media enquiries which it receives in relation to the collaboration arrangements. The Trusts will work co-operatively to agree a joint response to any media enquiries received in relation to the collaboration arrangements.

Part B: Independent Data Controllers

- 7 The Trusts shall, and shall procure that any of its staff and its other employees, agents and sub-contractors involved in the processing of Relevant Personal Data under this Agreement (“Personnel”) shall, in connection with this Agreement and the transactions

and activities contemplated by it, comply with their obligations under Data Protection Legislation and this Schedule 6.

- 8 For the purposes of the Data Protection Legislation each Trust shall be an independent Data Controller of any Relevant Personal Data created in connection with the conduct or performance of this Agreement.
- 9 Each Trust shall implement and maintain appropriate technical and organisational measures (including, but not limited to, [encryption and password protection]), when transferring and/or processing Relevant Personal Data, to preserve the confidentiality, integrity, availability and resilience of Relevant Personal Data and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.
- 10 Each Trust shall notify the other Trusts without undue delay, and in any event within 48 hours of becoming aware of:
 - 10.1 a Personal Data Breach where the breach has affected or could have affected the Relevant Personal Data;
 - 10.2 a breach of technical and organisational security measures or any Data Protection Legislation where the breach has affected or could have affected the Relevant Personal Data;
 - 10.3 an enquiry from the Information Commissioner's Office about the Relevant Personal Data; or
 - 10.4 a request from a Data Subject exercising any of their rights under Chapter III UK GDPR in respect of the Relevant Personal Data (a "Data Subject Rights Request").

Each Trust agrees to keep the other Trusts regularly updated as to how the handling of such breach, enquiry or request.

- 11 Each Trust shall provide reasonable assistance to the other Trusts in ensuring compliance with its obligations under the Data Protection Legislation with respect of Personal Data Breach notifications and a Trust shall not make such notification without first consulting the other Trusts wherever possible.
- 12 Each Trust shall, as soon as reasonably practicable taking into account the nature of the processing provide reasonable assistance to the other Trusts, where that Trust has received:
 - 12.1 a Data Subject Rights Request;
 - 12.2 an enquiry from the Information Commissioner's Office about the Relevant Personal Data;
 - 12.3 a complaint or request relating obligations served under the Data Protection Legislation which relates to the processing of Relevant Personal Data by any Trust; or

- 12.4 any other communication directly relating to the processing of any Relevant Personal Data created in connection with the conduct or performance of this Agreement in relation to such requests.

Wherever possible, no Trust shall not disclose, release, amend, delete or block any Relevant Personal Data in response to a Data Subject Rights Request or respond to such a request, complaint or communication without first consulting the other Trusts. Each Trust will bear their own costs in complying with their respective obligations under this Schedule 6.

13 Each Trust shall:

- 13.1 ensure that only those Personnel who need to have access to the Relevant Personal Data are granted such access and only for the purposes of performing their respective obligations under this Agreement;
- 13.2 take all reasonable steps to ensure the reliability of its Personnel;
- 13.3 ensure that all Personnel have completed training in Data Protection Legislation and in the care and handling of the Relevant Personal Data;
- 13.4 ensure that all Personnel are informed of the confidential nature of the Relevant Personal Data and are subject to appropriate contractual obligations of confidentiality; and
- 13.5 ensure that all Personnel comply with the obligations set out in this Schedule 6

14 During the term and upon the termination of this Agreement, each Trust shall ensure that all Relevant Personal Data held by it shall be up-to-date and accurate.

15 Where transferring the Relevant Personal Data to the other Trusts or to a third party, each Trust shall:

- 15.1 ensure that such transfer is compliant with all applicable laws;
- 15.2 make such transfer in a secure manner; and
- 15.3 take all reasonable steps, at its own cost, to provide the Relevant Personal Data in a usable and compatible format.

16 Where transferring the Personal Data to a third party, each Trust shall enter into appropriate arrangements with all third parties containing written contractual obligations concerning the Relevant Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Schedule 6 and where applicable, compliant with Article 26 or 28 UK GDPR.

17 No Trust shall transfer any Relevant Personal Data outside the UK unless the transferor ensures that:

- 17.1 the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection;
- 17.2 there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or

- 17.3 the transferring Trust otherwise complies with the other Trusts' obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or
- 17.4 one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 18 Each Trust shall retain and securely store Relevant Personal Data in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which it processes the Personal Data, as per its obligations under the Data Protection Legislation. Each Trust shall securely delete Relevant Personal Data which cannot be lawfully retained in accordance with Data Protection Legislation and good industry practice.
- 19 In this Schedule 6 Schedule 6 the terms "Personal Data", "Processing", "Processor", "Controller", "Personal Data Breach" and "Data Subject" shall have the meanings ascribed to them under Data Protection Legislation, and the terms "Process" "Processes" and "Processed" shall be construed accordingly.

Part C: Joint Controller Status and Allocation of Responsibilities

- 20 With respect to personal data under Joint Control of the Trusts, as set out in Paragraph Schedule 625 below ("Shared Personal Data"), the Trusts envisage that they shall each be a Data Controller in respect of that Shared Personal Data in accordance with the terms of this Part C of Schedule 6 Schedule 6 (Joint Controller Agreement) in replacement of Part B of Schedule 6. Accordingly, the Trusts each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Shared Personal Data as Data Controllers.
- 21 The Trusts agree that the information governance team(s) of each Trust:
- 21.1 are the exclusive point of contact for Data Subjects and is responsible for using best endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- 21.2 shall direct Data Subjects to the Data Protection Officer(s) or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Shared Personal Data or privacy;
- 21.3 are responsible for the Trusts' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- 21.4 are responsible for ensuring the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Joint Functions where consent is the relevant legal basis for that Processing; and
- 21.5 shall make available to Data Subjects the essence of this Part C of Schedule 6 (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Trusts having used their best endeavours to agree the terms of that essence. This must be outlined relevant privacy policies (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

- 22 Notwithstanding the terms of Paragraph 21, the Trusts acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Trust as Controller.

Undertakings of all Trusts

- 23 The Trusts each undertake that they shall:

23.1 report to the other Trusts at least three times per annum:

- 23.1.1 the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- 23.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Shared Personal Data;
- 23.1.3 any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Trusts' obligations under applicable Data Protection Legislation;
- 23.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Shared Personal Data; and
- 23.1.5 any requests from any third-party for disclosure of Shared Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the exercise of the Joint Functions under this Agreement during that period;

- 23.2 notify each other immediately if it receives any Data Subject Request, complaint or communication made as referred to in Paragraphs 23.1.1 to 23.1.5. For the avoidance of doubt, this clause 23.2 does not apply to requests, complaints or communications made about the general operations of the Trusts as a whole;
- 23.3 provide the other Trusts with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 21 and 23.1.1 to 23.1.5 to enable the other Trusts to comply with the relevant timescales set out in the Data Protection Legislation;
- 23.4 not disclose or transfer the Shared Personal Data to any third-party unless necessary for the provision of the Joint Functions and, for any disclosure or transfer of Shared Personal Data to any third-party, (save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law) that disclosure or transfer of Shared Personal Data is otherwise considered to be lawful processing of that Shared Personal Data in accordance with Article 6 of the UK GDPR. For the avoidance of doubt, the third-party to which Shared Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Part C of Schedule 6

- 23.5 request from the Data Subject only the minimum information necessary to provide the Joint Functions and treat such extracted information as Confidential Information;
 - 23.6 ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Shared Personal Data and/or accidental loss, destruction or damage to the Shared Personal Data and unauthorised or unlawful disclosure of or access to the Shared Personal Data;
 - 23.7 use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Shared Personal Data and ensure that its Personnel:
 - 23.7.1 are aware of and comply with their duties under this Part C of Schedule 6 (Joint Controller Agreement) and those in respect of Confidential Information;
 - 23.7.2 are informed of the confidential nature of the Shared Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Shared Personal Data to any third-party where that Trust would not be permitted to do so;
 - 23.7.3 have undergone adequate training in the use, care, protection and handling of Shared Personal Data as required by the applicable Data Protection Legislation;
 - 23.8 ensure that it has in place appropriate technical and organisational measures as appropriate to protect against a personal data breach having taken account of the:
 - 23.8.1 nature of the data to be protected;
 - 23.8.2 harm that might result from a personal data breach;
 - 23.8.3 state of technological development; and
 - 23.8.4 cost of implementing any measures;
 - 23.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Shared Personal Data relating to that Data Subject that the party holds; and
 - 23.10 ensure that it notifies the other Trusts as soon as it becomes aware of a personal data breach.
- 24 Each Joint Controller shall use best endeavours to assist the other Controllers to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Part C of Schedule 6 in such a way as to cause the other Joint Controllers to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Shared Personal Data

- 25 All Trusts shall document and keep a register of types of Shared Personal Data that will be shared between the Trusts during the Term. This register will be coordinated by the Information Governance team(s).

Data Protection Breach

- 26 Without prejudice to Paragraph 27, each Trust shall notify the other Trusts without undue delay, and in any event within 48 hours, upon becoming aware of any personal data breach or circumstances that are likely to give rise to a personal data breach, providing the other Trusts and their advisors with:

26.1 sufficient information and in a timescale which allows the other Trusts to meet any obligations to report a personal data breach under the Data Protection Legislation;

26.2 all reasonable assistance, including:

26.2.1 co-operation with the other Trusts and the Information Commissioner investigating the personal data breach and its cause, containing and recovering the compromised Shared Personal Data and compliance with the applicable guidance;

26.2.2 co-operation with the other Trusts including using such best endeavours as are directed by the Trusts to assist in the investigation, mitigation and remediation of a personal data breach;

26.2.3 co-ordination with the other Trusts regarding the management of public relations and public statements relating to the personal data breach; and/or

26.2.4 providing the other Trusts and to the extent instructed by the other Trusts to do so, and/or the Information Commissioner investigating the personal data breach, with complete information relating to the personal data breach, including, without limitation, the information set out in Paragraph 27.

- 27 Each Trust shall use best endeavours to restore, re-constitute and/or reconstruct any Shared Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a personal data breach which is the fault of that Trust as if it was that Trust's own data at its own cost with all possible speed and shall provide the other Trusts with all reasonable assistance in respect of any such personal data breach, including providing the other Trusts, as soon as possible and within 48 hours of the personal data breach relating to the personal data breach, in particular:

27.1 the nature of the personal data breach;

27.2 the nature of Shared Personal Data affected;

27.3 the categories and number of Data Subjects concerned;

27.4 the name and contact details of the joint Data Protection Officer or other relevant contact from whom more information may be obtained;

27.5 measures taken or proposed to be taken to address the personal data breach; and

27.6 describe the likely consequences of the personal data breach.

Impact Assessments including Data Sharing and Processing Agreements

28 The Trusts shall:

- 28.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- 28.2 maintain full and complete records of all Processing carried out in respect of the Shared Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.
- 28.3 Provide all reasonable assistance to each other to prepare any additional data sharing/processing agreements which relate to specific data sharing/processing activities and may involve third parties.

Liabilities for Data Protection Breach

29 If financial penalties are imposed by the Information Commissioner on a Trust for a personal data breach ("Financial Penalties") then the following shall occur:

- 29.1 if in the view of the Information Commissioner, one Trust (Trust A) is responsible for the personal data breach, in that it is caused as a result of the actions or inaction of Trust A, its employees, agents, contractors (other than the other Trust) or systems and procedures controlled by Trust A, then Trust A shall be responsible for the payment of such Financial Penalties. In this case, Trust A will conduct an internal audit and engage at its reasonable cost when necessary, an independent third-party to conduct an audit of any such personal data breach. The other Trusts shall provide to Trust A and its third-party investigators and auditors, on request and at Trust A's reasonable cost, full cooperation and access to conduct a thorough audit of such personal data breach;
- 29.2 if no view as to responsibility is expressed by the Information Commissioner, then the Trusts shall work together to investigate the relevant personal data breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the personal data breach can be apportioned.
- 29.3 If a Trust is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third-party in respect of a personal data breach, then unless the Trusts otherwise agree, the Trust that is determined by the final decision of the court to be responsible for the personal data breach shall be liable for the losses arising from such personal data breach. Where one or more Trusts are liable, the liability will be apportioned between the Trusts in accordance with the decision of the Court.
- 29.4 In respect of any losses, cost claims or expenses incurred by a Trust as a result of a personal data breach (the "Claim Losses"):
 - 29.4.1 if a Trust is responsible for the relevant personal data breach, then that Trust shall be responsible for the Claim Losses;

29.4.2 if responsibility for the relevant personal data breach is unclear, then the Trusts shall be responsible for the Claim Losses equally.

- 30 Nothing in either Paragraph 28 or Paragraph 29 shall preclude the Trusts reaching any other agreement, including by way of compromise with a third-party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a personal data breach, having regard to all the circumstances of the personal data breach and the legal and financial obligations of the Trusts.

Termination

- 31 The Trusts acknowledge and confirm that none of them shall be entitled to terminate this Agreement in consequence of any breach, including of this Part C of Schedule 6 in accordance with Clause 17 (Termination).

Sub-Processing

- 32 In respect of any Processing of Shared Personal Data performed by a third-party on behalf of a Trust, that Trust shall:
- 32.1 carry out adequate due diligence on such third-party to ensure that it is capable of providing the level of protection for the Shared Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Trusts where reasonably requested; and
 - 32.2 ensure that a suitable agreement is in place with the third-party as required under applicable Data Protection Legislation.

Data Retention

- 33 The Trusts agree to erase Shared Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Shared Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Trust for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.
- 34 In the event that a Trust decommissions hardware and digital equipment which contains personal data, the Trust must obtain and retain personal data destruction certificates in accordance with the standards and indicators of good practice within the Data Security and Protection Toolkit.

Part D: Controller to Processor Agreement

Allocation of responsibilities

- 35 With respect to personal data under Control of one of the Trusts, as set out in Paragraph 38 below ("Personal Data"), the Trusts envisage that for the purpose of the Data Protection Legislation that they shall, at times, each serve as the Controller and the others as the Processors in respect of that Personal Data in accordance with the terms of this Part D of Schedule 6 (Controller to Processor Agreement) in replacement of paragraphs Part B of Schedule 6 (Data Protection).

- 36 Accordingly, the Trusts each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data in their respective roles as Controller and Processor.
- 37 The Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Processor.
- 38 A record will be maintained by all Trusts to detail the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which a Trust will serve as the Processor and may process the Personal Data to fulfil the Joint Functions.
- 39 The Trusts acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Trust as Controller.

Undertakings of the Trusts

- 40 The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the exercise of the Joint Functions in accordance with the Controller's written instructions. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Processor must promptly notify the Controller if, in its opinion, the Controller's instructions do not comply with the Data Protection Legislation.
- 41 The Processor must comply promptly with any Controller written instructions requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 42 The Processor will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Controller or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires the Processor to process or disclose the Personal Data to a third-party, the Processor must first inform the Controller of such legal or regulatory requirement and give the Controller an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- 43 The Processor will reasonably assist the Controller, at no additional cost to the Controller, with meeting the Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner under the Data Protection Legislation.
- 44 The Processor (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Controller's prior written consent.
- 45 The Processor may not authorise any third party or subcontractor to process the Personal Data without the agreement of the Controller. The Trusts agree that the Processor will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.

- 46 The Processor must, at no additional cost to the Controller, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Controller as the Controller may reasonably require, to enable the Controller to comply with:
- 46.1 the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - 46.2 information or assessment notices served on the Controller by the Commissioner under the Data Protection Legislation.
- 47 The Processor must notify the Controller immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 48 The Processor must notify the Controller within 7 days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 49 The Processor will give the Controller, at no additional cost to the Controller, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 50 The Processor must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Controller's written instructions, or as required by domestic law.
- 51 The Processor must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 52 The Processor must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- 52.1 the pseudonymisation and encryption of personal data;
 - 52.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 52.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 52.4 a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 53 The Processor will ensure that all of its employees:
- 53.1 are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;

- 53.2 have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
- 53.3 are aware both of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

Breaches

- 54 The Processor will within 48 hours and in any event without undue delay notify the Controller in writing if it becomes aware of:
 - 54.1 the loss, unintended destruction or damage, corruption, or usability of part or all of the Personal Data. The Processor will restore such Personal Data at its own expense as soon as possible.
 - 54.2 any accidental, unauthorised or unlawful processing of the Personal Data; or
 - 54.3 any Personal Data Breach.
- 55 Where the Processor becomes aware of the matters set out in Paragraph 54 above, it will, without undue delay, also provide the Controller with the following written information:
 - 55.1 description of the nature of the matters set out in Paragraph 4, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - 55.2 the likely consequences; and
 - 55.3 a description of the measures taken or proposed to be taken to address the matters set out in Paragraph 54, including measures to mitigate its possible adverse effects.
- 56 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the Trusts will co-ordinate with each other to investigate the matter. Further, the Processor will reasonably co-operate with the Controller at no additional cost to the Controller, in the Controller's handling of the matter, including but not limited to:
 - 56.1 assisting with any investigation;
 - 56.2 providing the Controller with physical access to any facilities and operations affected;
 - 56.3 facilitating interviews with the Processor's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - 56.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Controller; and
 - 56.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

- 57 The Processor will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Controller's written consent, except when required to do so by domestic law.
- 58 The Processor agrees that the Controller has the sole right to determine:
- 58.1 whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Controller's discretion, including the contents and delivery method of the notice; and
 - 58.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 59 The Processor will cover all reasonable expenses associated with the performance of the obligations under Paragraphs 54 to 56 unless the matter arose from the Controller's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Controller will cover all reasonable expenses.
- 60 The Processor will also reimburse the Controller for actual reasonable expenses that the Controller incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Processor caused such, including all costs of notice and any remedy as set out in Paragraph 8.

Warranties

- 61 Each Trust warrants and represents that, in acting as Processor:
- 61.1 its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
 - 61.2 it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - 61.3 it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Joint Functions; and
 - 61.4 considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - 61.4.1 the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - 61.4.2 the nature of the Personal Data protected; and
 - 61.4.3 comply with all applicable Data Protection Legislation and its information and security policies.

- 62 Each Trust warrants and represents that in acting as Controller, the Processor's expected use of the Personal Data for the Joint Functions and as specifically instructed by the Controller will comply with the Data Protection Legislation.

Impact assessment

- 63 The Trusts shall:

63.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

63.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 UK GDPR.

Termination

- 64 The Trusts acknowledge and confirm that none of them shall be entitled to terminate this Agreement in consequence of any breach, including of this Part D of Schedule 6 in accordance with Clause 17 (Termination).

Data retention

- 65 At the Controller's request, the Processor will give the Controller, or a third-party nominated in writing by the Controller, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Controller.

- 66 On termination of this Agreement for any reason, the Processor will securely delete or destroy or, if directed in writing by the Controller, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control, only.

- 67 If any law, regulation, or government or regulatory body requires the Processor to retain any documents, materials or Personal Data that the Processor would otherwise be required to return or destroy, it will notify the Controller in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

- 68 The Processor will certify in writing to the Controller that it has deleted or destroyed the Personal Data within 28 days after it completes the deletion or destruction.

Schedule 7 Scheme for Trust Board Appointments

Chair (Voting)

Non-Executive Directors x 10 (Voting)

Chief Executive Officer (Voting)

Chief Finance Officer (Voting)

Chief Medical Officer (Voting)

Chief Nursing Officer (Voting)

Chief People Officer (Voting)

Chief Delivery Officer (Voting)

Managing Director – Aintree (Voting)

Managing Director – Royal (Voting)

Managing Director – Liverpool Womens' (Voting)

Managing Director – Liverpool Heart & Chest/Broadgreen (Voting)

Chief Strategy & Partnerships Officer (Non-Voting)

Chief Commercial Officer (Non-Voting)

Chief Transformation Officer (Non-Voting)

Chief Quality Improvement Officer (Non-Voting)

Chief Digital & Information Officer (Non-Voting)

Chief Communications & Marketing Officer (Non-Voting)

Chief Corporate Affairs Officer & Company Secretary (Non-Voting)