

**Nottingham and Nottinghamshire (N&N) Integrated Care System (ICS)
Digital Charter Agreement**

Between

Nottinghamshire Healthcare NHS Foundation Trust

And

Nottingham University Hospitals Trust

And

Sherwood Forest Hospitals NHS Foundation Trust

And

Nottingham & Nottinghamshire Integrated Care Board

And

Nottingham City Council

And

Nottinghamshire County Council

THIS AGREEMENT is made the 2nd August 2022 agreed by the CEO Group

BETWEEN

- (1) NOTTINGHAMSHIRE HEALTHCARE NHS FOUNDATION TRUST** whose principal place of business is at Duncan Macmillan House, Porchester Road, Mapperley, Nottingham, NG3 6AA (“**NHC**”)
- (2) NOTTINGHAM UNIVERSITY HOSPITALS NHS TRUST** whose principal place of business is at Queen’s Medical Centre, Derby Road, Nottingham, NG7 2UH (“**NUH**”)
- (3) SHERWOOD FOREST HOSPITALS NHS FOUNDATION TRUST** whose principal place of business is at King’s Mill Hospital, Mansfield Road, Sutton in Ashfield, Nottinghamshire, NG17 4JL (“**SFH**”)
- (4) NOTTINGHAM AND NOTTINGHAMSHIRE INTEGRATED CARE BOARD** whose principal place of business is at Sir John Robinson House, Sir John Robinson Way, Arnold, Nottingham, NG5 6DA (“**ICB**”)
- (5) NOTTINGHAM CITY COUNCIL** whose principal place of business is at Loxley House, Station Street, Nottingham, NG2 3NG (“**NCiC**”).
- (6) NOTTINGHAMSHIRE COUNTY COUNCIL** whose principal place of business is at County Hall, West Bridgford, Nottingham, NG2 7QP (**NCoC**)

(Together, the “**Parties**” and each a “**Party**”)

SUMMARY

In our community, we already have created and operated a number of collaborative digital¹ projects, products and services, such as EMRAD, the Nottinghamshire Health and Care Portal, Public Facing Digital Services (PFDS), the Pathology modernisation project and the Maternity digital project. In many cases, this has required each project to separately create an agreement to bind the relevant parties together.

However, we expect many new digital projects in the future, the most current example of which is the development and operation of an Ecosystems Platform as described at Schedule 3, and it is not sustainable to expend legal resource on creating a new agreement for every initiative. Therefore, it has been decided that we should create and operate a single Digital Charter, to cover the principles, responsibilities and behaviours common to all digital initiatives and projects. This is particularly important when one party has to sign an agreement or contract on behalf of two or more of the parties to this Charter, as is the case with the Ecosystems Platform.

By creating an overarching set of principles, it is then made easier for each new project to create their own, hopefully short, annex to this Charter to deal with their specific new additions, or potential removals from the core charter.

It is proposed that we apply this to new initiatives or projects first; later on, we can choose to add those programmes and services that are already in existence (e.g. PFDS, Shared Pathology, Maternity), once we have gained the experience of practical use of the Charter.

Through this Charter, the Parties wish to describe the behaviours expected of each Party, and how to manage examples of poor behaviour. A real-life example might be, for instance, when we have all agreed to use product X for capability Y for the duration to dd/mm/yyyy, and that no partner should attempt to move away from that product to another product or service, or bid for funds to do so, without consulting all the other Parties first. To do so would count as a dispute. It would be expected that each Data Analytics Information and Technology (DAIT) Stakeholder Group and Digital Executive Group (DEG) member would hold the responsibility of adherence in their own organisation, and that they will be held to account for attempted or potential breaches of such behaviour although it is recognised that there would be no financial or other punitive remedies available except where third party contracts are involved.

BACKGROUND

- A. The Parties are all statutory members of the Nottingham and Nottinghamshire Integrated Care System (the "ICS"), the purpose of which is to improve the quality and sustainability of our health and care services, largely by transforming the way that health and care is planned and delivered for the people living and working within the Nottingham and Nottinghamshire footprint.
- B. The members of the ICS have agreed that digital is a key enabler for the ICS. In September 2020 the Parties agreed on a strategy for Data, Analytics, Information and Technology (DAIT)². It encompasses the business context, the technology, the data management, the information creation and the analytics to deliver the best customer experience to the people we serve.
- C. In particular the strategy agreed that the Parties would collaborate to deliver on 5 main digital initiatives:

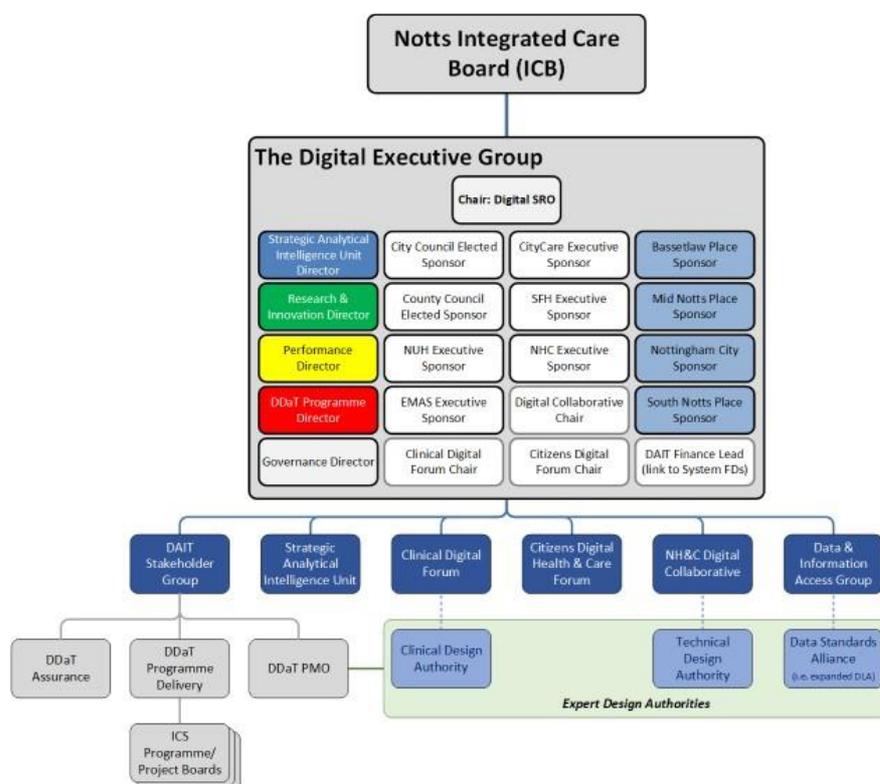
¹ The term Digital Data and Technology (DDaT) is increasingly used by national bodies to encompass 'digital'; since 2019 in N&N we have used the term Data Analytics Information and Technology (DAIT)

² Go to 'Enablers' at foot of this page and you'll find DAIT Strategy [Our plans & priorities - Nottingham & Nottinghamshire ICS - Nottingham & Nottinghamshire ICS \(healthandcarenotts.co.uk\)](#)

- i. Develop our public facing digital services so that digital contact becomes the default route for the public to engage with health and care services
- ii. Develop our population health management capability, aligned with powerful Analytics and Intelligence to support all initiatives
- iii. Complete the digitisation of our providers by 2024
- iv. Develop a single summary health and care record and supported workflows, by interoperability of our health and care data and systems
- v. Improve the digital literacy of the workforce and the capability and capacity of our digital and informatics specialists and develop our culture, investment and governance.

This will be delivered through a resourced and funded programme of work approved by the Digital Executive Group, the current diagram of governance is depicted in Figure 1 below:

Figure 1 DDaT Governance Structure



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D. As described in the DAIT strategy, we are aiming to create a level digital environment and information sharing environment. This will help our health and care services continually improve the treatments we use, ensure that care is tailored to the needs of each individual and can empower people to look after themselves better to make informed choices about their own health and care. As a result, the ICB, NCiC, NHC, NCoC, NUH and SFH have come together to agree how to collectively obtain, implement and manage a set of Digital Services.

- E. Each ICS in England will look to build on local digital solutions already in place to create a more joined up and holistic health and care information capability. The requirement will be for all of our NHS and Social Care organisations to contribute to this ambition in Nottingham and Nottinghamshire. To manage this implementation there will need to be a small core digital team with organisational expertise from across primary, secondary, mental health, social care etc. to help progress this work. Working together cohesively on digital initiatives across the ICS will be a critical to the success of most of our digital initiatives anticipated in the next 3 years which will be key enablers to support future service transformation.
- F. As none of the Parties acts as a lead provider organisation for Digital on behalf of the others, this Charter is designed to describe an agreed set of principles and a set of the responsibilities and behaviours required of each Party. This is so that no individual action by a Party will either surprise another Member or would detriment any existing or planned collaborative digital service which our citizens were using or expecting to use. This Charter will also enable the Parties to act as a coherent whole when dealing with third parties in any collaborative digital initiative, in particular, where one party takes on the responsibility of all Parties in signing any Agreement or Contract with a third party. The first example of this concerns the Ecosystems Platform (Schedule 3), in which the ICB and the County Council will sign an agreement with the Humber Teaching NHS Foundation Trust which binds all the Parties together in that Agreement through this Charter.
- G. This Charter / Agreement sets out:
- The key objectives of the Charter;
 - The principles and the terms upon which the Parties will collaborate in order to realise the opportunities created by the Digital Executive Group to better service our local health and care economy;
 - The governance structures the Parties will put in place for the Charter; and
 - The respective roles and responsibilities the Parties will have during the Charter, using the specific example of the Ecosystems Platform as this will be the first such project to be established under the jurisprudence of this Charter.

In consideration of the mutual obligations assumed by the Parties under the terms of this Agreement, it is agreed as follows:

1 DEFINITIONS and INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

“Agreement”	means this agreement as it may be amended or restated from time to time and includes any reference to “Charter” or “Digital Charter”.
“Authorised Officer”	means a representative of a Party appointed by that Party
“Commencement Date”	means date of commencement, date the Agreement is signed.
“Confidential Information”	means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to or containing patient data, the business, employees, customers, products, affairs and

	finances of the Parties for the time being confidential to the Parties and trade secrets including, without limitation, technical data and know-how relating to the business of the Parties or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Parties create, develop, receive or obtain in connection with this Charter, whether or not such information (if in anything other than oral form) is marked confidential.
“Core Budget Costs”	has the meaning given to it in clause 4.2.1.
“DAIT”	Data Analytics Information and Technology: the umbrella term used for ‘Digital’ in N&N
“DDaT”	Digital, Data and Technology: the umbrella term used in central government to include all things digital
“Digital SRO”	means the Digital Senior Responsible Owner for N&N ICS who will be employed by the Nottingham and Nottinghamshire ICB.
“Digital Executive Group” or “DEG”	means the sub committee of the ICB with delegated authority to agree to, and be accountable for an annual collaborative Digital programme, that is identified by the Parties as a major element in the delivery of the Key Objectives.
“Financial Year”	means a period of twelve months running from 1 April to 31 March.
“Intellectual Property”	means any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, Confidential Information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto.
“Key Objectives”	means the key objectives of the Parties as set out in clause 2 or otherwise agreed by the Parties from time to time.
“Leaving Date”	means the date of expiration of either a withdrawal notice served in accordance with clause 12.2 or an expulsion notice served in accordance with clause 12.3.
“Outgoing Party”	means a Withdrawing Party as defined in the Clauses
“Programme Management Plan”	means the annual plan for the achievement of the Key Objectives as identified in the Schedules or otherwise agreed by the Parties from time to time, and for the funding and management of the Digital Programme, prepared in accordance with clause 5 and as may be amended from time to time.

Project	means an individual project to be carried out by the Parties as part of the Digital Programme under this Agreement.
“Quarter”	means each period of three calendar months in a Financial Year ending on 30 th June 30 th September, 31 st December or 31 st March, as the case may be.
“Term”	means the period commencing on the Commencement Date and expiring on 31 March 2023.
“Working Day”	means any day from Monday to Friday (inclusive) which is not Christmas Day, Boxing Day, Good Friday, a statutory Bank Holiday.

- 1.2 Where the context so admits, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, unincorporated association or body corporate;
- 1.3 Any reference to any enactment, statute, order, regulation or other similar instrument or to any provision of the same shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted; and to any relevant regulations or Statutory Instruments made under any statute or in connection therewith and from time to time in force;
- 1.4 A reference to any clause, sub-clause, paragraph, schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Charter and Agreement;
- 1.5 Save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.6 A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.7 Headings are for convenience of reference only;
- 1.8 Words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words, and the rule of construction known as ejusdem generis shall be deemed not to apply;
- 1.9 Headings to clauses and schedules are disregarded in interpreting this Charter; and
- 1.10 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.11 Succession: References to a public organisation shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both the functions and responsibilities of such public organisation.

2 Key Objectives for the Charter

The Parties shall collaborate to achieve the following key objectives through an annually agreed key programme of work identified by the Chief Executive Officers (CEO's) and executed by the Digital Executive Group (Key Objectives):

- 2.1 Supporting the delivery of ICS/ICB objectives such as the redesign of, care pathways, business processes and other organisational change through digital leadership, innovation and digital services.
- 2.2 Delivering ICS/ICB-wide digital services, changing the way that goods and services are sought and bought and thereby providing economies of scale and supporting growth in the local healthcare economy;
- 2.3 Ensuring that capital, digital and workforce programmes are aligned and that there is convergence and consolidation where applicable for the benefits of citizens, patients and to achieve economies of scale. This includes an annual review of digital planning for each organisation to ensure the provision of consistent digital services with interoperability ensuring that new digital projects are aligned with the ICS/ICB vision, strategies, and the priorities of the CEO's;
- 2.4 Promoting cooperation between digital experts and supporting the digital workforce of the future ensuring efficiency, knowledge sharing and faster developments;
- 2.5 Ensuring that quality and monetary benefits are captured and reported and that digital spend is aligned with the ICS/ICB vision and the priorities of the Chief Executive Officers;
- 2.6 Ensuring that Nottingham and Nottinghamshire ICS digital activities are sufficiently funded and resourced on a sustainable basis within the agreed resource envelope of each organisation as part of the programme of work and project resource plans;
- 2.7 Working to align digital policies, standards, technologies and procedures in order that a consistent framework can underpin a uniformly good and consistent user experience of digital services, where possible and appropriate.
- 2.8 Reducing the duplication and cost of integration by using approved standards and by deploying a mechanism that channels all integration activities through a single hub mechanism.

3 ICS Principles of Charter

As part of developing as a system, and to ensure the ICS's effectiveness, credibility, cohesion, and advancement toward common goals, ICS Board Members discussed and agreed in 2021 some principles of working together to guide conduct of member organisations. This is not a definitive statement of responsibilities but is concerned with the common understanding of the broad principles by which the ICS Board Members will operate and hold each other to account.

The Parties agree to adopt the following principles and behaviours when working together:

- 3.1 Retaining a focus on outcomes for patients and the public, to not lose sight of the fact that this underpins all our work
- 3.2 Shaping and sharing actively the ICS Board vision and purpose
- 3.3 Agreeing together our approach and priorities for transformation – what we can do as well as what we can't

- 3.4 Supporting the opportunities identified and overcoming barriers to change
- 3.5 Accept that Board members have organisational as well as system responsibilities –work together to manage any potential difficulties to progress this creates
- 3.6 Working towards managing risks collectively, recognising organisational risks as a cumulative risk to the system
- 3.7 Creating the space and capacity which allow us to plan for tomorrow whilst also effectively dealing with today's priorities, supported by appropriate metrics
- 3.8 Accepting that in making progress we will often be working with ambiguity
- 3.9 Facing the right issues, even when these feel challenging and potentially uncomfortable
- 3.10 Working towards a mutual understanding of the evidence and facts which support discussions and ensure decisions based on the issues rather than individual interests
- 3.11 Ensuring that tasks are led at the most appropriate level of the system by actively working together to take ownership of the issues
- 3.12 Recognising and supporting an increasing emphasis in accountability for the ICS

Behavioural Commitments

The Parties agree the following behaviours:

- 3.13 Acting in good faith by having open and honest approaches (no hidden agendas) that support transparent discussions and processes
- 3.14 Seeking agreement by working to understand each other's point of view and abiding by decisions that are made as a collective
- 3.15 Ensuring that decisions and agreed approaches are not undermined or ignored outside of the meetings
- 3.16 Acknowledge and seek understanding of all Parties' accountabilities and issues (organisation and system) and recognise any tension related to this
- 3.17 Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- 3.18 Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement, ensuring deadlines are met and that the CEO Group priorities are met;
- 3.19 Communicate openly about major concerns, issues or opportunities relating to the Programme and share budgetary information as applicable to provide the opportunity for consolidation, convergence and opportunity.
- 3.20 Behave in a positive, proactive and professional manner;
- 3.21 Adhere to statutory requirements and best practice. act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- 3.22 Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement as per the project resource planning.; and
- 3.23 Use all reasonable endeavours to realign organisational projects and programmes to support strategic consolidation and efficiencies, to ensure DEG projects and programmes are prioritised and delivered within wider organisational intentions.

Digital Principles

In addition to the general principles above, this Charter sets out a minimal set of core digital principles at Schedule 1 that our executive leaders in our collective organisations are asked to underwrite to help ensure successful delivery of digitally supported transformations.

4 Programme Management Plan & Funding

- 4.1 The Digital SRO³ has been nominated as the Senior Responsible Officer for the Digital Charter.
- 4.2 The SRO shall, through the Digital Executive Group, prepare an annual business plan for approval by the ICS CEO Group or equivalent (“Programme Management Plan”), which shall include in relation to the Financial Year to which it relates:
 - 4.2.1 Budgeted operating costs which are to be funded jointly by the Parties (the “Core Budget Costs”); and
 - 4.2.2 A management report giving business objectives for the Financial Year to which it relates and setting out specific projects or work to be undertaken (“Projects”) in that Financial Year to support the DAIT Strategy.
- 4.3 During a Financial Year, the ICS CEO Group or the Senior Responsible Officer for Digital acting on behalf of the CEO Group may approve additional Projects to be undertaken as part of the DEG Programme to support the DAIT Strategy, informed by the DEG.
- 4.4 The Programme Management Plan for every other Financial Year shall be:
 - 4.4.1 Prepared by the SRO and reviewed by the DEG in February of the preceding Financial Year; and
 - 4.4.2 Approved and adopted by the ICS CEO Group as soon as possible after it has been prepared.
- 4.5 Projects shall be funded by the parties involved in each Project, [through grant monies or otherwise].
- 4.6 Each Project will be subject to an agreed funding model (as the benefit for each Party from project to project may require negotiation). This will be informed by each Project Group and approved by the DEG.
- 4.7 Each Project will develop its own set of objectives, outcomes, costs, timescales, governance, funding and schedules. Each project is free to adopt whatever methodology is appropriate such as PRINCE, Agile or a hybrid of both methodologies.
- 4.8 With regard to Projects and bids for funding for Project opportunities, each Party will comply with the following principles:
 - 4.8.1 A bid shall not be made unless it is, or falls within, a Project approved in writing by the DEG or on behalf of, the CEO Group (as part of the Digital Programme or otherwise);

³ Currently Andrew Fearn for the year to April 2023

- 4.8.2 All Projects and bids for funding shall go through the DDaT Programme Management Office (PMO) led by the SRO and authorised by the DEG.
 - 4.8.3 Bids for external funding shall be put together in such a way that all participating Parties' costs are included in the bid as agreed by such Parties;
 - 4.8.4 Publications/publicity material for all approved Projects shall acknowledge that the Project is carried out as part of the Digital Programme in accordance with section 11 below.
 - 4.8.5 Regular reports for each Project will be provided by the DDaT PMO to the DEG and where there are any deviations in the delivery of the Projects these will be escalated to the Senior Responsible Officer for Digital. All other Projects shall be reviewed in accordance with the Parties' existing governance arrangements. These Projects shall only be escalated to the CEO Group if any problems with the Project cannot be resolved between the relevant Parties.
- 4.9 The SRO will provide a financial report to the Digital Executive Group annually.

5 Projects

- 5.1 From time to time, depending on the size of the project, new projects will be approved by either the DEG or by the DAIT Stakeholder Group. Additional Projects above a size (to be determined) shall be approved through the DEG following approval by the CEO Group.
- 5.2 Each Project shall be carried out subject to the terms, conditions and principles of this Charter and the relevant Project Schedule.
- 5.3 On completion of each Project, the Parties shall jointly evaluate the work performed and shall jointly produce and sign a Final Report in respect of the Project, incorporating such details as may be agreed between the Parties from time to time.
- 5.4 Projects will be overseen by the DDaT PMO with a designated Senior Project Sponsor who will be a member of the DEG. Each project will report monthly to the DEG or appropriate sub group of the DEG. Respective Project Managers will have a reporting line to the DDaT PMO ensuring the due and proper completion of all Projects in accordance with such dates and quality standards as may be agreed between the Parties.
- 5.5 Each Party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this clause:
 - 5.5.1 use its reasonable endeavours to perform such obligations in accordance with timeframes or milestones (if any) specified in the Project Schedule;
 - 5.5.2 complete its part of each Project by such date as may be agreed and set out in a Project Schedule;
- 5.6 Each Party shall ensure that it uses employees or contractors in performing its obligations under a Project Schedule who are suitably qualified and experienced.

6 Governance

6.1 Overview

The governance structure defined below provides a framework for the development and delivery of the Charter, within the governance structure of the ICS.

6.2 Guiding principles

The following guiding principles are agreed. The governance structure will:

- 6.2.1 Provide strategic oversight and direction;
- 6.2.2 Be based on clearly defined roles and responsibilities at organisation, CEO Group, DEG or DAIT Stakeholder Group and, where necessary, individual level;
- 6.2.3 Align decision-making authority with the criticality of the decisions required ensuring DEG members have autonomy to act.;
- 6.2.4 Be aligned with Project scope [and each Project stage] (and may therefore require changes over time);
- 6.2.5 Leverage existing organisational, group and user interfaces;
- 6.2.6 Provide coherent, timely and efficient decision-making; and
- 6.2.7 Correspond with the key features of the governance arrangements set out in this Agreement.

6.3 The ICS CEO Group shall:

- 6.3.1 Receive a report from the Digital SRO on the annual Programme Management Plan and budget;
- 6.3.2 Approve the annual Programme Management Plan and budget;
- 6.3.3 Monitor the performance and delivery of the Programme Management Plan;
- 6.3.4 Review and approve additional projects to be undertaken as part of the Digital Programme; and
- 6.3.5 Review and approve the expenditure accounts submitted by the N&N ICS SRO for Digital.

6.4 Digital Executive Group (DEG)

- 6.4.1 The Digital SRO shall Chair the DEG
- 6.4.2 The DEG will provide strategic and delivery management at workstream and project level. It will provide assurance to the ICS CEO Group via the ICS Digital SRO that the Key Objectives are being met and that the Charter is operating within the boundaries set by the ICS CEO Group.
- 6.4.3 The DEG consists of representatives from each of the parties. The DEG shall have responsibility for the creation and execution of the Programme Management Plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the DEG.
- 6.4.4 The DEG shall meet bi-monthly and provide appropriate reporting to meet transparency and accountability to the CEO Group; receive external inspection and audit as and when deemed to provide assurance and confidence to the CEO Group and maintain appropriate risk registers.

6.5 Reporting

- 6.5.1 Project reporting will be overseen by the ICS Digital Portfolio Management Office and shall be undertaken at 5 levels:
 - 6.5.1.1 Project Board: Minutes or notes as appropriate and actions will be recorded for each Project Board. Any additional reporting requirement shall be at the discretion of the Project Board.

6.5.1.2 DAIT Stakeholder Group: Reporting shall be monthly, based on the minutes or notes from the Project Boards highlight reports: Progress this period; issues being managed; key considerations (and preparing any escalations to the DEG).

6.5.1.3 DEG: Managing exceptions reported by the DAIT Stakeholder Group and overall tracking of expenditure and achievements vs plan.

6.5.1.4 CEO Group: progress against the Programme Management Plan will be monitored by the DEG and reported to the ICS/ICB when required or at least quarterly verbally via a meeting or a written report.

6.5.1.5 Organisational: The Project Group members shall be responsible for updating their appropriate organisational governance either verbally via a meeting or a written report.

7 Liability and Indemnity

7.1 Each Party will not knowingly do anything to cause another Party to breach any of the provisions of this Agreement.

8 Employees

8.1 The Charter will be supported by one or more senior managers from each Party. Parties will make available relevant employees to undertake relevant Charter activities from time to time.

8.2 Each Party shall remain liable for its own employees so deployed and the employer's related internal policies and procedures set out the arrangements for dealing with risks/costs arising in the course of employment that apply to that employee.

8.3 Each Party shall be responsible for its statutory duties in relation to any of its employees involved in the activities of the DEG. In the event that there are employment issues (for the avoidance of doubt including but not limited to issues concerning poor performance or other impropriety) arising in connection with any of the employees involved in the DEG the Parties shall co-operate, share information (subject to the express consent of the employee), and act after consultation with the other Members. The Founding Members' respective codes of conduct or equivalent shall be followed if there are allegations of misconduct.

9 Intellectual Property

- 9.1 The Parties' ownership of any Intellectual Property arising out of any work under the Charter shall be covered by separate agreements and/or as part of a Project Schedule.
- 9.2 Nothing in this Agreement shall give any Party any express or implied rights or licence to another Party's Intellectual Property.

10 Confidentiality and data protection

10.1 In respect of all Confidential Information in whatever form acquired by one Party (the "Recipient Party") from another Party (the "Supplying Party") the Recipient Party hereby undertakes:

- 10.1.1 Not to use the Confidential Information for any purpose other than the performance of this Agreement.
- 10.1.2 Only to disclose the Confidential Information to the extent necessary to those of its employees, staff or students, to whom disclosure is necessary for the performance of this Agreement.
- 10.1.3 Not to disclose the Confidential Information to any third party except as necessary for the performance of this Agreement and with the consent of the Supplying Party.
- 10.1.4 Not to copy or reproduce the Confidential Information to writing or other recorded form except as may be reasonably necessary for the purposes of this Agreement.

The Recipient Party will be responsible for the fulfilment of the above obligations by its employees, staff and students and by third parties to whom it has communicated Confidential Information in accordance with Clauses 10.1.2 and 10.1.3.

10.2 Clause 10.1 above will not apply to any Confidential Information which:

- 10.2.1 is in or comes into the public domain otherwise than by a breach of these conditions by the Recipient Party, or
- 10.2.2 the Recipient Party can show was rightfully in its possession prior to receipt from the Supplying Party, or
- 10.2.3 the Recipient Party receives without restrictions on disclosure from a third Party who has not received the Confidential Information directly or indirectly from the Supplying Party;
- 10.2.4 is independently developed without access to the Confidential Information.

10.3 If any Party (the "Receiving Party") receives a request under the Freedom of Information Act 2000 ("the Act") to disclose any information that, under this Agreement, is the Confidential Information of another Party (the "Owning Party"), it will promptly notify and consult with the Owning Party. The Owning Party will respond to the Receiving Party within 10 days after receiving the Receiving Party's notice if that notice requests the Owning Party to provide information to assist the Receiving Party to determine whether or not an exemption to the Act applies to the information requested under the Act. No Party shall be in breach of the Agreement where it can show that any disclosure of information is made solely and to the extent necessary to comply with the Act or the Environmental Information

Regulations 2004 (“the Regulations”). To the extent permitted by the time for compliance under the Act or the Regulations, the Receiving Party shall consult the other Parties where the Receiving Party is considering the disclosure of information under the Act or the Regulations and, in any event, shall provide prior notification to the other Parties of any decision to disclose the information.

10.4 The obligations of each of the Parties contained in Clause 10.2 above shall continue for ten (10) years after termination of this Agreement. In the event that any Party fails to comply with this Clause 10, the other Party reserves the right to terminate this Agreement with immediate effect by notice in writing.

10.5 Each Party undertakes to observe and abide by the provisions of the Data Protection Act 2018, UK GDPR, common law/equitable duty of confidentiality, Human Rights Act 1998, Health and Social Care (Safety and Quality) Act 2015, the Privacy and Electronic Communications (EC Directive) Regulations (EC 2002/58) and any associated binding guidance in relation to all personal data and sensitive personal data held by one or the other either directly or indirectly related to matters arising out of this Agreement.

10.6 Each Party will consider whether it is necessary to undertake a data protection impact assessment before any personal data is shared with any other Party pursuant to this Agreement, and shall comply with any data sharing agreement that is agreed between the Parties relating to the processing of personal data.

11 Publication and Press Release

11.1 Any public release of information relating to this Agreement shall be made as a joint release by the Parties at a time and in a form to be agreed by the Parties and the ICB Communications Team at the time of such release.

11.2 In the event of any request for information held by one Party belonging to another Party that information will not be disclosed without the prior consent of that other Party.

11.3 The Parties’ contributions must be acknowledged in all publications, presentations, papers and seminars arising out of the work in connection with the activities through this Agreement and other forms of media communication including media appearances, press releases and conferences by notices or statements acknowledging the other Parties’ support.

11.4 The Parties shall comply with any “brand guidance” approved from time to time by the ICB Communications Team.

12 Term, Termination & Withdrawal

12.1 Term

Subject to the provisions of clauses 12.2, 12.3 and 12.6, this Agreement shall initially remain in force for a period of twelve months from the Commencement Date and thereafter shall be automatically renewed for further periods of twelve months.

12.2 Withdrawal

- 12.2.1 Any Party may withdraw from its participation in the Charter under this Agreement (“Withdrawing Party”) by giving not less than 3 months’ notice in writing to the DEG explaining the reasons. . On expiry of that notice period, the Withdrawing Party shall cease to be a Party. This Agreement will remain in force as between the remaining Parties and information will only be permitted to be discussed and exchanged between remaining Parties.
- 12.2.2 The Withdrawing Party will cease using the other Parties’ Confidential Information and, at any Party’s request return or destroy that Party’s Confidential Information in its possession, custody or control save that it shall be entitled to keep a copy of the same as may be necessary in potential proceedings.
- 12.2.3 The reason and definition and any incurred costs as part of any withdrawing party will be discussed at the DEG and any issues for resolution will be reported to the CEO Group.

12.3 Expulsion

- 12.3.1 If a Party, in the opinion of any other Party, demonstrates a lack of commitment to the Charter, including by:
- 12.3.1.1 lack of co-operation with other Parties in relation to the Charter, its Principles and/or individual Projects;
 - 12.3.1.2 otherwise acting or failing to act in such a way so as to frustrate the Charter,
- the matter shall be escalated to the CEO Group by a DEG Member who may determine that:
- i) the Party’s continued involvement in the Charter shall be subject to certain conditions, where failure to comply with such conditions may lead to expulsion; or
 - ii) the Party in question shall cease to be a Party forthwith.
- 12.3.2 The CEO Group may, by written notice to the Party concerned, expiring on a defined date, terminate this Agreement with regards to that Party where the Party concerned:
- 12.3.2.1 is subject of a resolution by the [CEO Group] for expulsion under clause 12.3.1;
 - 12.3.2.2 fails to comply with conditions imposed on it by a resolution by the [CEO Group] for expulsion under clause 12.3.1
 - 12.3.2.3 commits any serious breach or persistent breaches of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within ninety (90) days of the notice served on that Party requiring such remedy;
 - 12.3.2.4 fails to pay any money due to another Party under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

12.3.2.5 acts in any manner which in the view of the [CEO Group] is reasonably likely to have a serious adverse effect on the reputation of any of the Parties;

12.3.2.6 suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (in the case of the Party being a body corporate) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

12.3.3 Decisions to expel a Party shall be taken by the [CEO Group] without any representatives of the said Party present, save that such Party shall be given an opportunity to make brief written representations to the DEG prior to the decision being taken.

12.3.4 Where a Party is expelled, it shall cease to be a Party on the date of expiration of the expulsion notice served in accordance with clause 12.3.2.

12.4 Entitlements Of Withdrawing/Outgoing Party

12.4.1 When a Party becomes an Outgoing Party, this Agreement shall continue in force and effect as between the remaining Parties.

12.5 Obligations Of Outgoing Parties

12.5.1 On or within a reasonable time of its Leaving Date, the Outgoing Party shall sign and execute all documents and perform all acts that the other Parties reasonably require for the purpose of enabling the remaining Parties to recover any outstanding interest or right of the remaining Parties in or for the purpose of transferring as the other Parties may direct, any property which on their Leaving Date is held by the Outgoing Party on behalf of the remaining Parties in relation to the Charter.

12.5.2 On or within a reasonable time of their Leaving Date, the Outgoing Party shall return to the remaining Parties all documents, records, papers relating to the Charter or any property belonging to the remaining Parties in relation to the Charter which may be in their possession or under their control, and which relate in any way to the Charter and the Outgoing Party shall not retain any copies thereof.

12.6 Termination

12.6.1 In the event that the Parties agree to terminate this Agreement as between all of them, or reach an impasse which is irreconcilable, or for any other reason this Agreement is terminated, then, save as specifically stated in this Agreement or otherwise agreed:

12.6.1.1 All assets utilised in connection with the activities of the Charter shall remain in the ownership of their respective owner;

12.6.1.2 Any assets purchased directly with DEG funds (if any) shall be divided between the Parties (at the time of termination) pro rata to their contributions made ;

12.6.1.3 Any cash held in relation to Core Budget Costs at the date of termination shall first be used to meet any outstanding liabilities incurred and included within the Core Budget Costs, then to reimburse the Parties for the sums incurred by them under clause 4.2.1 and thereafter (if any)

shall be returned to the Parties (at the time of termination) pro rata to their contributions as agreed within the programme of work.

12.6.1.4 Any existing or future liabilities shall be borne by the Party legally or contractually responsible.

13 Dispute Resolution

- 13.1 In the event of a dispute between two or more Parties arising out of this Charter or from any Project Agreement, the following 4 tier process shall be followed:
- 13.2 In the first instance, the Parties in dispute shall document the reasons for the dispute and submit the documents to the relevant Project Board ; any one of such Parties may serve written notice of the dispute on the other such Parties, setting out full details of the dispute.
- 13.3 Appropriately authorised representatives from each of the Parties in dispute shall meet in good faith (preferably with the SRO of the Project concerned) as soon as possible and in any event within seven (7) days of notice of the dispute being served, at a meeting convened for the purpose of resolving the dispute.
- 13.4 If the Parties fail to resolve the dispute at the first level above, a second attempt will be to refer the case to the DEG , who will adjudicate and publish its decision to the Parties in dispute;
- 13.5 Should one or more of the Parties not accept the adjudication of the DEG, the dispute will be referred as a third stage to the Chief Executives Group within fourteen (14) calendar days, for the purpose of resolving the dispute.
- 13.6 If within a reasonable period, the dispute remained unresolved, the Parties concerned will meet and seek to agree to take the dispute to the Centre for Effective Dispute Resolution (CEDR) to commence mediation in accordance with the CEDR Model Mediation Procedure.

14 No Partnership

Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or to incur any liability, on behalf of another.

15 Third Party Rights

Nothing in this Agreement is intended to confer any rights upon any person not a party to it.

16 Amendments

This Agreement may be modified only by a written agreement by duly authorised representatives of the Parties with approval of the DEG and subsequently the CEO Group.

17 Notices

17.1 Any notice to be given under this Agreement shall be in writing and shall be sent by hand or first class mail to the relevant address of the relevant Party as set out below, or such address as that Party shall nominate in the Deed of Adherence on becoming a Party, or such other address as a Party may from time to time notify to the other Parties in accordance with this Clause 17. All notices should be copied to each of the Founding Members if they are not directly addressed to same. Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of first class mail).

17.2 Notices to the ICB are to be sent to:

The Chief Officer, Nottingham and Nottinghamshire ICB, Sir John Robinson House, Sir John Robinson Way, Arnold, Nottingham, NG5 6DA

18 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each Member had signed the same document.

19 General Terms

Termination of this Agreement by whatever means shall not affect the provisions of Clauses 3 to 18 inclusive and 20.

20 Governing Law And Jurisdiction

20.1 This Agreement is governed by and construed in accordance with the law of England and Wales.

20.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Schedule 1 Digital Principles

The DAIT Stakeholder Group agreed in December 2021 that there are several reasons why the Parties need to have a set of digital principles to govern how we enhance our capabilities and how we prioritise developments:

- All mature organisations have principles or guard rails; in 2020 when helping with our strategy, Gartner encouraged us to develop them;
- The Design Framework for the ICS/ICB requires us to have a Reference Target Architecture & Data Model and have interoperability compliance across the ICS;
- Because we have not agreed any principles or an enterprise architecture, we keep repeating the need for similar types of 'option appraisal';
- Likewise, as we are encouraged to consider cloud first, but with little operational experience or expertise, we will find it difficult to consider the different approaches to cloud architectures without principles; and
- We have not agreed a rationale for prioritising one development over another, nor a process for saying 'no' to something in preference for using an agreed and more strategic solution.

The DAIT Stakeholder Group agreed in January 2021 to adopt the summary Principles below and to further develop the Digital Principles:

- 1.1 We will aim to secure efficiencies and higher quality through minimising duplication of digital architecture, design, development, procurement, configuration, deployment, and related activity.
- 1.2 We will aim to share best practice, expertise and experience with each other and also including through close working with NHSE/I, NHSD and the Department of Health and Social Care on their strategic approaches to data strategy, digital strategy, policy, data standards, assurance, interoperability and related matters;
- 1.3 We will strive to maintain alignment with, and continue to develop in a manner according to, NHSE/I recommendations for future digital initiatives, policies, standards and with consideration to the sharing of digital services across ICS/ICB boundaries.
- 1.4 Digital Standards: the Parties will seek to agree, and when agreed will comply with, a set of 'standard' data sets, terminologies and codes across all the line of business systems in use. These are expanded upon below. These could naturally extend to how digital devices operate or how they can be accessed.
- 1.5 Governance: The governance structure of all collaborative digital programmes will have joint governance throughout between all of the Parties in the form of a Project or Programme Board, established with an agreed Project Initiation Document (PID). All roles/areas will have equal representation and have equal say and responsibilities. Each relevant organisation (by direct or by agreed representation) will be prepared to contribute into any governance arrangements constituted in order to deliver each project or programme successfully.
- 1.6 Accountability: It is anticipated that Project Board members will be chosen for their ability to hold delegated Executive authority for meaningful joint decision-making, and that each member will have a direct upward reporting structure to the Executive Sponsors of the Parties, hence maintaining upwards accountability to the organisation's Executives.
- 1.7 Funding: Where additional funds for a project are required, above and beyond what was agreed at the outset, each Party and any others concerned will be asked to contribute towards the costs. The exact breakdown of the share for each Party

will be agreed by the Project Board (or Digital Executive Group) depending on what requirements arise. The default expectation is that costs would be shared on a pro-rata basis between Parties, according to the usage made of the relevant system that was deployed, to be determined by the Project Board or the DEG.

- 1.8 Post-delivery: After an initiative has been delivered, these principles will remain in place to ensure continued alignment between the Parties in their use of the services provided and its policies, standards, processes, legal bases and appropriate usage and cultures. This includes a requirement for a strategic, mutually beneficial approach to any contract or agreement renewals, renegotiations or extensions as the contract or agreement approaches the end of its term.
- 1.9 Each Party, subject to discussion and agreement with each project or programme, will commit resources and prioritise (paid for by the programme where necessary or otherwise) to help deliver the project or programme successfully. The Parties acknowledge that any resource allocated by them for the delivery of a project are non-refundable and are necessary for the successful delivery and deployment of the relevant initiative at all organisations. The Parties agree that these commitments will be honoured. There will be an agreed mechanism for each project to manage a situation where a Party decides to no longer honour agreed commitments.
- 1.10 Termination: In the event that a Party decides to terminate their involvement in a project, they must follow the procedure agreed by the relevant Project Board.
- 1.11 Stranded costs: if the premature departure of any Party from a Project causes either reduced benefits for other organisations or causes stranded costs to occur, the departing Party agrees that they become liable to contribute towards those additional costs incurred by the other Members, in the termination of the existing Project and with the establishment of any new arrangement (where applicable.) This would be subject to a maximum value of £100,000 per annum for no longer than 5 years. Each Project should review this limit and duration with the intention of minimising both the cost ceiling and the duration wherever possible.
- 1.12 Unexpected costs: It is anticipated that due to the nature of digital projects and programmes, an individual Party may incur additional unexpected development or deployment costs as new requirements occur. Should the allocated funding not be adequate to complete a project as planned, the additional costs of the project may be viewed as an ICB funded system priority and the Parties will use all reasonable endeavours to provide additional financial support. Funding allocations will only be made by the ICB to cover actual costs incurred by Parties and so underspends ought to be a rare event. However at the end of each financial year the Parties will present a summary of all underspends or overspends in relation to the development and deployment of each digital project, to the Project Board or DEG in the previous 12 months. The DEG will inspect the accounts and a decision will be taken as to appropriate further funding and financial investments.
- 1.13 Data governance: Within the bounds of legal compliance, ethical use of data, appropriate information governance and security, patient / citizen and clinical / practitioner safety, each organisation will commit to sharing the necessary information required to ensure that patient / citizen and clinical/practitioner benefits of any digital project or programme are maximised.
- 1.14 Reporting: For many of our digital agreements, external funding has been obtained, typically from DHSC, NHSD/E/I and relevant Parties will, during the period of any particular agreement, commit to and maintain the reporting rhythm to the funding bodies until all of those national and/or regional requirements are satisfied.

In addition to the general principles above, the Technical Design Authority reviewed draft principles in August and October 2021 and the received this version at the December 2021 meeting.

The DAIT Stakeholder Group will review these Principles at least annually and will revise them accordingly, ensuring that the changes are compatible with the other clauses in this Charter.

Six types of principles have been developed:

- Overall Architecture Principles
- Design Principles
- Customer / Citizen Experience and Digital Inclusion Principles
- Ethical Principles
- Collaboration and Behaviour Principles
- Sector Specific, Product Specific, Activity Specific Principles

Overall Architecture Principles

1. **Conform to Relevant and Open standards:** *There are many national strategies, policies and standards governing the collection, exchange and security of data in health & care., e.g. in Cloud first, in the national Data Strategy (see Schedule 2) in conformance & assurance such as Clinical Safety Assurance and e.g. Minimum Viable Specification for Shared Care Records. We will follow national open standards, except where we agree in the Design Authority/ies (or elsewhere) to deviate from a standard. Where a national standard does not exist, we should create a trial a local or regional standard, if feasible, e.g. in standards for Authentication & Authorisation aspects of Identity Management*
2. **Carry out data collection once** *and share it with all care professionals who could benefit, and with the patients or service users concerned; provide interventions across our ICS, removing the silos we are used to. We should plan to code data exchanges as a Fast Healthcare Interoperability Resource (FHIR) based message where all producing & consuming end systems can cope with this*
3. **Direct care needs come first:** *and secondary uses come second*
4. **Federate data where practical:** *The custody of data is important; we should not make unnecessary copies. Sometimes due to restrictions of end systems, and/or the size / complexity of queries, and/or the performance of infrastructure, it is not possible to federate and data must be sent securely from data producer to data consumer.*
5. **Separate user interfaces from data:** *User interfaces are changed every few years, whereas data lasts for decades.*
6. **Use our logical information model:** *If a clinical or care service is not unique within the ICS, we should develop our logical information model to ensure that we use the same data capture template across all providers delivering that service and we should build those templates from codes chosen intelligently from our local terminology service / thesaurus, such as we already have for GPRCC*
7. **Take a whole system approach:** *Consider every initiative from the patient / citizen perspective. Take every opportunity to level up where digital capability or information sharing is less advanced.*
8. **Multiple use cases:** *Technical products & services must be capable of supporting many different health and care use cases/pathways – from birth to end of life. Ensure where possible that interfaces/APIs are not built for specific use cases and/or systems.*
9. **Vendor Choice:** *Avoid over-reliance on any one vendor. By breaking functionality into several core components, we increase the chance that each of these components could, if required, be provided by different vendors. Each commercially sourced component must interact in open and standard ways to ensure that components can be independently changed/replaced.*

Design Principles

10. **Think big, start small, scale quickly:** *Identify priorities across places and organisations. Scale fast across the system requires both close collaboration and an effective delivery model which is built on iterative and incremental delivery.*
11. **Benefits Delivery:** *Ensure benefits to health and care services are delivered as early as possible, preferably through an agile development approach and making use of cloud-based Software as a Service solution whenever possible.*
12. **Build on progress, and re-use where possible:** *Build on what is there rather than “rip and replace” systems. Centralise design activities where beneficial: its cheaper to build once and use many times. Reuse: systems, technical standards, coding systems and vocabularies.*
13. **Evolutionary approach:** *Create a plan that is evolutionary and staged, with each phase building on the last*
14. **Code data at source:** *We should wherever possible, plan to code the data at source in the relevant end system if this is allowed*

Customer / Citizen Experience and Digital Inclusion Principles

15. The experience principles are best described pictorially:

Customer Experience Principles



Digital Inclusion Principles

These are still under development but as a starting point we should consider those (below) from the Humber, Coast and Vale ICS/B; their ICS' Digital Inclusion Group created a set of Digital Inclusion Core Principles and organisations within the Humber, Coast and Vale ICS have agreed to use these as a simple checklist to help determine appropriate actions when implementing digital service transformation projects.

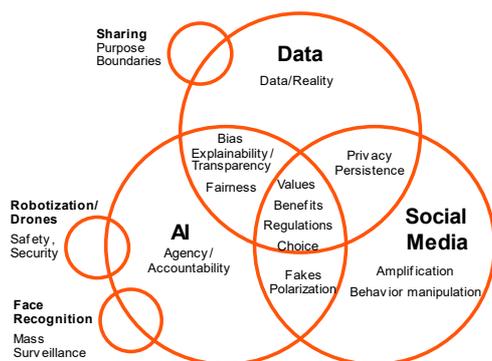


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Ethical Principles (work in progress)

The ICS have not developed any digital ethical principles yet. To help, Gartner have created a diagram to explain the interaction between data, social media use and Artificial Intelligence, below

Digital Ethics Is Evolving



- Ethical discussion around digital technologies started after the widespread adoption of social media. Ethical concerns include the amplification effect of reposting, and massive behavior manipulation.
- The next wave was about big data, and ethical concerns started to include confusing data with reality, and privacy concerns. Also, it became problematic the internet doesn't forget. New issues arise over data sharing
- Currently, the discussion is about the ethics of AI, and how to deal with machine agency. Other issues include bias, explainability and fairness. AI ethics also spins off into areas such as robotization and drones, and face recognition.
- There are already new areas on the horizon: the ethics of blockchain/cryptocurrency and the ethics of augmented and virtual reality.

Gartner for XXXXXX Leaders Tool
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Gartner.

16. In 2018 a Digital Ethics Charter & Network was created; people and organisations can pledge to the Charter <https://www.ethicscharter.co.uk>
17. Also in the FutureNHS workspace, best practices, ideas & dilemmas are shared – [Digital Ethics Charter - East Accord - FutureNHS Collaboration Platform](#) (which will generate a request to the owners of the workspace to give you access, should you not already be a user)
18. The aim of the workspace is to bring the principles and methodology more broadly into professional working 'DNA' – both at local level, and through support from national leaders, national bodies and professional networks such as Fed-IP, AphA etc
19. As our Digital groups explore this further, local principles will be developed to update this section.

Collaboration and Behaviour Principles

20. We will put our users at the heart of everything we do and ensure all change is worthwhile, to provide as seamless an experience for the users of technology as possible.
21. We will use and exploit our collective local passion for Health (and Social Care) IT to drive forward the Collaborative.
22. We will ensure that decisions are made will be on a joint basis, taking into account all perspectives and opinions.
23. We will work together to manage the Cyber Security risk, sharing specialist resources and expertise to ensure the best governance and security we can provide for our organisations, and the wider health community.
24. Our strategy will ensure we work together to make our buildings organisation agnostic; so that any health and care user can turn up, switch on and do their job.

25. We will develop our strategies and plans together; wherever possible we will take the opportunity to harmonise our ICT services, standards or products and to secure collective deals to obtain value for money.
26. We will work together on agreed targets and deliver better solutions ensuring effective communications between our services at all times.
27. We will have an agile approach to recognising common threats to the confidentiality, availability and integrity of our data and digital resources, and attempt to align our appetite for risk
28. We will hold each other to account to continually reflect these principles

Sector, Product and Activity Specific Principles

Sector Specific Principles:

These could be for e.g. acute care, social care, mental health care; an example is given for primary care. Or they could be at a more granular level e.g. for individual specialties such as Maternity or types of care or cohorts of citizens.

Product Specific Principles:

These could be for developed for specific products such as electronic prescribing or for dashboards or citizen held records or for technology enabled care; an example is given for strategic dashboards.

Activity Specific / Capability Specific Principles:

These could be activities such as Population Health Management or for capabilities such as the example given for the Ecosystem Platform.

Example of a Sector Specific Principle; see below an example from primary care and aspects of population health management performed in primary care

29. Carry out all of the healthcare, social care and health and well-being promotion activities for our population.
30. Be able to see the data investigations, blood pressures etc all in one go to get the whole picture, ideally flagging what data comes from where
31. Choose, with patients and clients, the optimal interventions for their situation from the palette of impactful interventions we have chosen to carry out.
32. Avoid duplicating activities that someone else has already done
33. View all of the patient record required for my role.
34. Have key information pushed to me about patients e.g. if they have died or have been taken to Emergency Care or admitted to hospital
35. See the care gaps and care opportunities for one patient or a group of patients
36. See which people from any defined population (e.g. geographic, disease, deprivation decile) have not had optimal care or who have jobs to complete within a given time frame.
37. Discover/predict people who are at risk (e.g. of admission to care homes, falls, DNA'ing outpatients) before this occurs or before data appears to suggest that this has already happened.
38. See data from an individual provider (or a subset of providers) to be able to see the wood for the trees.
39. Allow me to use just one piece of software when working which integrates with other sources of information
40. So that the system (s) know who I am without me having to enter multiple passwords

41. Keep the information I enter secure
42. Ensure the information collected centrally on which professionals are judged (for quality and financial reward) is not compromised by overlapping information collected under different or wrong conditions

Product Specific Principles

These could be developed for each new initiative; the example is given of **how our Ecosystem Platform will operate**. In the Nottingham and Nottinghamshire Ecosystem, the solution must:

43. Provide Nottingham and Nottinghamshire with our own instance/tenancy that is separate from any other ICS/Bs that use the platform
44. Allow the ICS the flexibility to configure and control our instance of the platform, such as creation of new data sets/flows and onboarding new data providers/consumers, quickly and at minimal cost
45. Support all of the above relevant principles - in particular, the ability to share data in real time from primary systems, to support decision making, without the need for it to be duplicated in multiple places.
46. Provide the functionality through which data consumers can construct views and allows data providers to surface data for the benefit of the wider system - thereby supports the capabilities necessary to replace the CareCentric Nottinghamshire Health and Care Portal
47. Support the creation of a Shared Care Record (ShCR) that is compliant with NHSE/I requirements for a Minimum Viable Solution (MVS) as this specification adapts over time
48. Support the ability to send and receive patient data with other ICS/Bs, especially with neighbouring trusts/authorities in South Yorkshire and the East Midlands.
49. Be sustainable and without single points of failure (e.g. not reliant on one or two key members of staff to prevent the build-up of technical debt)
50. Provide the contractual freedom for the ICS/B to walk away and transfer any software/code to an alternate hosting location and manage the platform ourselves (i.e. the platform created will be an intangible asset, rather than software as a service)

In the Ecosystem we will favour the use of component pieces of software such that:

51. Software components that specialise in one area and have clear interfaces for use with other components in preference to a 'jack-of-all-trades'
52. Software that use NHS standards such as FHIR and SNOMED-CT for communicating with other components
53. Software that allows every piece of data that they hold to be sent to another software application
54. Software that fluently allows data that is held in another application to be surfaced within it
55. Software that works together to allow duplicate data received from other sources to be recognised and resolved
56. Software components that can be rapidly extended or re-designed to meet new needs
57. Software components that use the same data for direct patient care and secondary uses such as health care planning

Activity Specific Principles – Strategic Dashboards

The example below concerns the development of strategic dashboards which should be made available to all member organisations in Nottingham and Nottinghamshire. The following principles are proposed:

58. Dashboards should be as automated as possible so as to avoid manual error
59. Dashboards should be based on the timely provision of data so that timely decisions can be made
60. Organisations need to have ownership of their own data but must also have the ability to share it with the system
61. Dashboards must allow for drill down of the data, e.g. by age band, presenting condition, date and time filters, ICP/PCN and other geographical boundaries
62. Dashboards must allow for linked data which gives sight of patient pathways through different parts of the system
63. If the dashboard includes health and care transactional our outcome data is passing through the Ecosystem platform, it should prefer to use such data in preference to that obtained from a separate source or method.

Schedule 2 National Data Strategy: “Data saves lives: reshaping health and social care with data”

In June 2022 the government updated its draft data strategy, see: [Data saves lives: reshaping health and social care with data - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/data-saves-lives-reshaping-health-and-social-care-with-data) and see also: [Data saves lives - Key tools and information - NHS Transformation Directorate \(nhsx.nhs.uk\)](https://nhs.uk/transforming/transforming-data)

The 7 core principles are as follows:

1. All data will be validated at the point of entry to improve data quality: All national platforms will automatically validate data at the point of entry to improve data quality and prevent poor quality data being used within our health and care system. NHSE/I will provide validation services, like address lookup, using APIs to allow systems to improve data quality at point of entry.
2. All data will be made discoverable: data needs to be seen as a shared asset. Using well-defined APIs and metadata to create a catalogue of the data will help it be easily discovered and reused across all appropriate settings, where information governance allows. Every team that creates new data assets must adhere to this principle.
3. Data will not be duplicated: NHSE/I will not allow programmes to copy data from one application to another. When data is stored in disparate repositories, people may unintentionally duplicate it which can cause confusion about which data are correct. The best datasets work according to 1 version of the truth, and provide the opportunity for challenging false data with an audit mechanism. In future, data will be accessible using APIs with read & write access, where permissions allow. NHSE/I will ensure there is a contract between the data asset / service owner to make sure availability& performance is guaranteed for users. NHSE/I will make the origin of data more transparent & highlight where data is not held authoritatively.
4. All clinical data stored will be made accessible to patients & clinicians using APIs published on the API gateway: Patients, their carers and clinicians should be able to access the data relevant to them using a standard suite of APIs, reducing the complexity of using multiple systems. The NHSApp shows how this can be done re flu and COVID vaccination data. Patients and carers will be able to access all appropriate clinical records, transactional data and events (like booking an appointment) relating to them, where clinically safe to do so, using APIs.
5. People will be able to self manage any data relating to their contact details and personal preferences: They will have the ability to manage their own data to make sure it is up to date and reflects their circumstances and preferences.
6. Organisations should be able to self-manage any data relating to them, for example locations and types of services offered: Organisations working with and on behalf of the NHS and adult social care will have the power to manage the data relating to them in one place.
7. Data should be digitally signed to an appropriate level: Data about certain activities should have unique digital identifiers attached to them to show who made a decision. Prescription services already are ‘digitally signed’ in this way, but there are other activities that also require assurance to manage issues such as fraud.

Schedule 3 Ecosystems Platform Project

- 1.1 The Parties (ICB, NCiC, NHC, NCoC, NUH and SFH have come together to obtain, implement and manage the Ecosystems Platform ("the Programme")):
- 1.1.1 Under a joint Agreement between the Humber NHS Teaching Trust, the NCoC and the ICB, as embodied in the Interweave Collaboration Agreement (signed by the ICB) and the Software as a Services Agreement (signed by both ICB and NCoC)
- 1.1.2 The Nottingham and Nottinghamshire ICS/B, together with the statutory organisations above have jointly agreed a business case and have agreed to work together jointly for the purposes of the Programme.
- 1.1.3 The Members acknowledge that proper operation of this Agreement is required in order to maintain the effectiveness of sharing data about health and care for the purposes of direct patient care
- 1.1.4 The Members agree that it is desirable to set out how the Programme will be managed and how costs and liabilities will be shared.
- 1.1.5 Accordingly this Agreement:
- creates a framework of detailed rules governing the management of the Programme;
 - establishes the necessary management infrastructure;
 - sets out the roles and responsibilities of the various bodies involved in the Programme;
 - provides surety to the Humber Teaching Hospital Trust regarding the long-term commitment of the Members involved in the Programme
 - provides evidence of alignment across all providers of health and care across the ICS

THE MEMBERS, BEING PARTIES TO THIS AGREEMENT, AGREE AS FOLLOWS:

2. Definitions and Interpretations

2.1 In addition to the definitions in the main body of the Charter above, in this Agreement the following words and phrases shall have the meanings given to them below:

- "Board Member" is a person nominated by their organisation to represent the organisation on the Ecosystems Project Board
- "Data Sharing Protocol" the agreement to set out the purpose of the data sharing, covering what data are shared and what happens to the data at each stage, setting standards and helping all parties involved to be clear about their roles and responsibilities. An essential part of demonstrating that the data controllers' accountability obligations under the UK GDPR are met.
- "Ecosystems Project Board" the board appointed and described pursuant to the development of the Ecosystems Platform

- “ESP” the ecosystems platform to be delivered through the programme
- “Expiry Date” the date falling after the date on which the final Agreement with Humber Teaching Hospital Trust has expired or been terminated
- “Health and Care Community” the Councils, Trusts, Public Interest Companies and GP practices, which are also Members, which participate in sharing of clinical data and/or service delivery and/or workflow as part of the Ecosystems solution provided under the terms of the Agreement with the Humber Teaching Hospital Trust
- “Implementation Phase” the period starting on signature of the Agreement and ending on the date on which all data providers have either reached the end of the Deployment Verification Period (as defined subsequently) under the Agreement to which they are a party or have notified the other members that it no longer wishes to proceed with its Agreement (regardless of whether its Agreement has already been executed)
- "Objectives" means the objectives set out in section 3 of the Charter Agreement (Objectives)
- “Provider” references the Humber Teaching Hospital Trust in their role of managing the InterWeave consortium of health and care organisations and private contractors which collectively use InterWeave products and services
- “Programme” has the meaning set out in the Recitals to this Agreement
- “Reserved Matter” in relation to a Contract or Agreement, any matter listed in Section 10 below.
- "Services" the services to be provided by the Interweave consortium to the Members under the Agreement.

2.2 Schedules

2.2.1 The Schedules to this Agreement form part of this Agreement.

3. Duration

3.1 This Agreement shall commence on the date hereof and shall continue until the Expiry Date

4. Objectives

4.1 The Members agree to pursue the objectives listed below in making all decisions connected with the Programme:

4.1.1 The Nottingham and Nottinghamshire DAIT Stakeholder Group have agreed to pursue the acquisition of an existing solution to meet both

the requirements of an Ecosystems Platform and to support a new Shared Care Record which meets the NHSE/I target of “a basic minimum viable shared care record solution, focused on the integration of NHS Trusts and GPs and for use in provision of direct care”.

- 4.1.2 The preferred solution is to choose the Yorkshire and Humber Interweave consortium (an existing LHCR or Shared Care Record) known as Interweave with a view to agreeing a shared ownership model whereby Nottingham and Nottinghamshire can join a collaborative partnership to drive the use and improvement of the technical solution and the related best practice methods. Nottingham and Nottinghamshire will seek to have equal representation on all governance boards of the collaboration.
- 4.1.3 A Software as a Service Agreement, to be signed both by the NCoC and by the ICB with the NHS Humber Teaching Foundation Trust, will allow access to the ESP for Nottingham and Nottinghamshire health and care bodies. A Collaboration Agreement will be established between the ICB (acting on behalf of Nottingham and Nottinghamshire) and the other Yorkshire and Humber parties with a term of 7 years with an option for Nottingham and Nottinghamshire to leave at any time after the second year without financial penalties and with the ability to transfer that data and software (to the extent that this is legal and possible to do so without a breach of the Software as a Service Agreement) to a new platform.
- 4.1.4 A phased delivery approach will allow the implementation and adoption of a solution to have reached a significant point of success by the end of 2022/23 with a clear plan for further adoption across Nottingham and Nottinghamshire according to regional and organisational priorities, resource availability and benefit realisation.
- 4.1.5 The implementation programme is planned for a duration of 2 years with an implementation cost of £4.3m. This cost is covered by capital grant funding which has been confirmed.
- 4.1.6 Revenue costs are estimated at £9.9m over 9-years to the point where the asset has been fully depreciated (in accounting terms).
- 4.1.7 Based on an exemplar benefits assessment commissioned by One South West and shared by NHSE/I the benefits potential could reach up to 25:1 when looking at the value of time released to care. A benefits realisation approach will be put in place as part of the programme.
- 4.1.8 The objectives to be achieved by the Programme are itemised as per the PID and as per the agreed business case.
- 4.1.9 Referring to the business case agreed by the Nottingham and Nottinghamshire ICS Systems CEO Group in 2022, the following objectives have been established and agreed with the InterWeave consortium:
 - The solution must provide Nottingham and Nottinghamshire with their own instance/tenancy that is separate from any other ICS/Bs that use the platform

- The solution must allow the ICS the flexibility to configure and control their instance of the platform, such as creation of new data sets/flows and onboarding new data providers/consumers, quickly and at minimal cost
- The solution must support the Digital Charter Principles - in particular, the ability to share data in real time from primary systems, to support decision making, without the need for it to be duplicated in multiple places.
- The solution must provide the functionality through which data consumers can construct views and allow data providers to surface data for the benefit of the wider system - thereby supporting the capabilities necessary to replace the CareCentric Nottinghamshire Health and Care Portal
- The solution must support the creation of a Shared Care Record (ShCR) that is compliant with NHSE/I requirements for a Minimum Viable Solution (MVS)⁴
- The solution must support the ability to send and receive patient data with other ICSs, especially with neighbouring trusts/authorities in South Yorkshire and the East Midlands. The steer from NHSE/I is that by March 2023 all ICSs within a Shared Care Record collaborative (groups of ICSs) should be able to exchange information across the whole of the collaborative, not just within the ICS, and with a view to exchange data nationally by March 2024.
- The solution must be sustainable and without single points of failure (e.g. not reliant on one or two key members of staff to prevent the build-up of technical debt)
- It must provide the contractual freedom for the ICS to transfer any software/code to an alternate hosting location and manage the platform ourselves (i.e. the platform will be an asset, rather than software as a service.)

5. Digital Programme Governance Structure

5.1 The governance structure for the programme will have joint governance throughout between all of the members. All roles/areas will have equal representation and have equal say and responsibilities.

⁴ The NHSE/I requirements for Minimum Viable Solution include, but are not limited to:

- *Is capable of capturing and sharing the “required” elements of the Professional Records Standards Body (PRSB) Core Information Standard (CIS) - the scope of the PRSB CIS is summarised in [PRSB Standards – PRSB \(theprsb.org\)](https://theprsb.org).*
- *Enables users to access the shared care record directly from within their primary / clinical system via a contextual link.*
- *Uses national, regional, and local data sharing standards (e.g. CareConnect, UK Core, FHIR)*
- *Uses open standards and open source wherever possible*
- *Complies with the NHS Digital, Data and Technology Standards*
- *Complies with the National Cyber Security and Information Governance Standards*
- *Hosted in the cloud*

5.2 The governance structure for the project / programme will be established under a PID, currently under construction.

5.3 Proceedings of the Project Board

5.3.1 Meetings

- The standard meeting cycle is to align with key milestones to be decided by the Project Board;
- A 30 or 60 minutes meeting.
- Cancellations will be recorded and an actions/decisions log provided. (Minutes will be provided subject to additional administrative support availability).
- It is anticipated that additional actions/ decisions will be necessary between meetings. These can be enacted following full Board circulation by email, and receipt of written consensus agreement of sufficient Board members to achieve minimum quoracy

5.3.2 The standing agenda for the Board will include the following:

- Data Provider (Trust / Council / CityCare / GP practices) update- by exception, to include any significant workforce issues affecting service delivery
- Strategy- regional/ national update and matters for decision
- Finance –including status of any joint business cases and matters for decision
- Working group and projects- update, including exceptions and clear approval steps for Board decision
- Quality/Risk/Safety

5.3.3 Quorum

- The Project Board will agree on levels of quoracy when they first meet.

5.3.4 Reporting

- Administrative support will be initially provided by the DDaT PMO at the ICS/B who will oversee:
 - a. Agreement of agenda with the chair
 - b. Maintenance of risk, action, issue and decision log
 - c. Preparation of all updates to the Board
 - d. Specific administrative support will be provided by the Project Support Officer.
- Report updates into the Board from subgroups will be expected in writing and presented verbally by exception as needed.
- Report updates from the Board to Executive sponsors will be provided in a manner suitable for the Executive sponsors, to be determined following discussion.

5.3.5 Chair's Action

- The Chair is permitted to request immediate feedback on high priority items that cannot wait until the next Board meeting. The chair will be responsible for ensuring decision(s) are agreed with the Board and raise these in exception where a decision cannot wait until the next Board meeting.

5.3.6 Use of voting buttons for Board Decisions

- Where decisions need to be made and it is not possible to convene a Board meeting within the required timeframe, a Decision Paper can be circulated to Board members via e-mail, with voting buttons included to Accept/Reject the recommended action. The acceptance of a decision will be subject to meeting the Quoracy term. The decision will be noted at the next Board meeting and also recorded in the Decision Log.
6. Length of the Programme
- 6.1 It is anticipated that implementation of the Ecosystem Platform will proceed for 24 months. The members to choose to extend that period if all were in agreement.
- 6.2 It is anticipated that the Programme will run for the duration of the Agreement with the Humber Teaching Hospital Trust.
- 6.3 Post-implementation, this agreement will remain in place to ensure continued alignment between the data providers / members in their use of the Platform, its policies, standards, processes, legal bases and culture. This includes a requirement for a strategic, mutually beneficial approach to any Agreement renewals, renegotiations or extensions as the Agreement approaches the end of its term.
7. Financial Matters
- 7.1 NHSE/I (previously NHSX) is the primary funder for this programme, having awarded around £3.3 million for its delivery. NHSE/I have awarded £1.2m for support of the Elective Recovery Programme. This funding is held by NCoC and comes with important and non-negotiable reporting and delivery requirements. All data providers are, through this Agreement, committing to and maintaining the reporting rhythm to NHSE/I until all of the national and/or regional requirements are satisfied.
- 7.2 There should be no unexpected new unfunded capital costs of the programme. In the relatively unusual case where additional funds are required, above and beyond what was awarded by NHSE/I, there will be no surprises and a unanimous approach will need to be agreed before each data provider will be asked to contribute towards the costs. The exact breakdown of the share for each organisation will be publicly available and discussed by the Board, depending on what requirements arise. An example is described below⁵. Any issues that a Member might have with affordability will be discussed openly at the Board so that all potential solutions can be discussed in advance of a decision to commit additional resources.
- 7.3 Once a commitment has been made to a new cost, it will be expected that each Party can maintain their level of agreed contributions. If this for any reason becomes difficult for a Party to maintain, the Project Board must be

⁵ An example of an unfunded cost is the future need for one ICS/B to send a data request to one of the other 41 ICS/B for patient data. We anticipate that the Interweave consortium would speak with the other 37 ICS/Bs outside the consortium and determine the best way of doing this. The cost to do this might be £x million per ICS and Interweave would then ask whether each ICS wanted to make that commitment. The cost for each data controller might not be equal depending on population size or budget or actual / predicted usage made of the Platform but each Partner will be asked to agree to such a commitment before any new budget was requested or committed, and the agreement would need to be unanimous.

notified at the earliest possible time, and the Dispute Resolution process described in section 13 of the Charter Agreement must be followed.

- 7.4 The Members acknowledge that any resources allocated by them for the delivery of the Programme are non-refundable and are necessary for the successful delivery and deployment of the ESP at all organisations. The Members agree that these commitments will be honoured. Should any Member decide to no longer honour agreed commitments, Section 13 of the Charter Agreement will apply.
- 7.5 In the event that any Member decides to terminate their involvement in the Programme the Member must notify the Board in writing and the provisions of sections 12.2. and 12.5 of the Charter will be effective.
- 7.6 As part of the withdrawal process set out in sections 12.2 and 12.5 of the Charter, the Members will agree how any costs that have been committed but not yet spent by the outgoing Member may be reallocated or removed from the Programme budgets. To the extent that costs cannot be reallocated or removed from the Programme budget, the outgoing Member may be required to contribute an amount towards the reasonable additional costs incurred by the other Members in relation to the establishment of any new arrangements.

In addition to any additional capital costs that may be required for the programme, it is anticipated that due to the nature of this Programme, an individual Member may incur additional unexpected development or deployment costs in relation to the Programme (for example, because additional on-site development time is needed compared with the agreed estimate). Members will be reimbursed in arrears from the ESP Programme budget for the costs incurred in the development of the Programme. At the end of each financial year the Members will present a summary of all underspends or overspends in relation to the Programme in the previous 12 months , to the Project Board. The Board will inspect the accounts and a decision will be taken as to make any appropriate further funding and financial investments.

8. Member Liability

- 8.1 As set out in Section 7 of the Digital Charter, each Member to the Agreement will not knowingly do anything to cause another Member to breach any of the provisions of this Agreement. Nor will any Member do anything knowingly to cause NCoC or the ICB to be in breach of the provisions of the Software as a Service Agreement with the Humber Teaching NHS Foundation Trust or to cause the ICB to be in breach of the Collaboration Agreement with the Humber Teaching NHS Foundation Trust.

9. Related Contracts

- 9.1 There are a number of other related contracts that can impact upon the content and the progress of the development of the ESP. These include:
 - 9.1.1 System C or Graphnet, in their contract with NUH to deliver the Nottinghamshire Health and Care Portal, also known as CareCentric. It is intended that the ESP replaces CareCentric when it is safe to do so;
 - 9.1.2 Healthcare Gateway, who provide the Medical Interoperability Gateway (MIG) service to the ICB so that all users of CareCentric can

access primary care data from the MIG ; this will continue for the ESP until it might be replaced by another service such as GP Connect; and 9.1.3 Patients Know Best, which provides the Nottinghamshire patient held record, with which the ESP will interact to share both patient generated data and provider generated data.

9.2 The Members holding the contracts set out in clause 9.1 agree that they will use all reasonable endeavours to ensure that activities under those contracts do not impact on the Programme, the Software as a Service Agreement or the Collaboration Agreement and that should they become aware of any actual or potential conflict between the contracts and the Programme they will immediately raise this with the Project Board and provide all necessary support to resolve the conflict.

10. Reserved Matters

10.1 No Member or employee thereof, shall make a decision on a Reserved Matter, or discuss any issue pertaining to a Reserved Matter with the InterWeave Consortium or the Humber Teaching Hospital Trust, without first consulting members of the Joint Board.

10.2 These will include:

10.2.1 Termination of any agreement or contract referenced in this document or otherwise relating to the Programme

10.2.2 Any public statement or press announcements relating to an adverse occurrence relating to the Services

10.2.3 Assignment, novation or sub-contracting of any agreement or contract referenced in this document or otherwise relating to the Programme

10.2.4 Partial termination of any agreement or contract referenced in this document or otherwise relating to the Programme

10.2.5 Material amendment of any agreement or contract referenced in this document or otherwise relating to the Programme

11. Communications

11.1 Members shall observe any communications strategy developed by the Programme Manager from time to time. Without limitation to this, Members shall ensure that the following principles shall apply in relation to communications in relation to the Programme:

11.1.1 only authorised personnel of each Member shall engage in written or verbal communications with the Provider;

11.1.2 a comprehensive and auditable record of communications shall be made by the Member making them and shared with the Joint Board

11.1.3 a professional image shall be developed and monitored at all times; and

11.1.4 appropriate representatives of the Members deliver uniform, high quality and clear messages to stakeholders and within Members.

11.1.5 Subject to clause 13 Members will develop appropriate methods of handling enquiries from the media in relation to the Programme and

will inform the Joint Board prior to releasing any statement or comment to the media.

12. Notices

12.1 All formal notices under this Agreement shall be in writing and shall be served by sending by email to the relevant parties, and ensuring to copy in the Programme Manager and other SROs.

12.2 Any Member may change its nominated email address by prior notice to Programme Management.

12.3 Notices given by post shall be effective upon the earlier of: (i) actual receipt; and (ii) five business days after sending. Notices delivered by hand shall be effective upon delivery.

13. Amendments

13.1 This Agreement may not be varied except by an agreement in writing signed by the duly authorised representatives of the Member.

14. Waiver

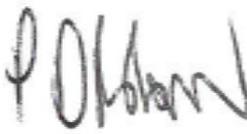
14.1 Any relaxation, forbearance, indulgence or delay (together "indulgence") of any party in exercising any right shall not be construed as a waiver of the right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right (whether against that party or any other party).

15. No Agency
 15.1 Save as expressly provided otherwise in this Agreement, no Member shall be or be deemed to be the agent of any other Member nor shall any Member hold itself out as having power to bind any other Member in any way.
16. Counterparts
 16.1 This Agreement may be executed in one or more counterparts. Any single counterpart or set of counterparts executed, in either case, by all Members shall constitute a full original of this Agreement for all purposes.
17. Costs and Expenses
 17.1 Each Member shall be responsible for paying its own costs and expenses incurred in connection with the preparation and execution of this Agreement.
18. Survival
 18.1 Termination of this Agreement shall be without prejudice to any rights of any Member which may have accrued prior to the date of termination and shall not affect the continuance in force or coming into force of any provision of this Agreement that is intended to continue in force or come into force upon termination.
19. Further Assurance
 19.1 Each Member shall do all things and execute all further documents necessary to give full effect to this Agreement.
20. Third Parties
 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SIGNED ON BEHALF OF Nottinghamshire Healthcare NHS Foundation Trust
Signature: 
Name: John Brewin
Position: CEO
Date: 4 th May 2022

SIGNED ON BEHALF OF Nottingham University Hospitals NHS Trust

Signature: 
Name: RUPERT EGGINTON
Position: ACTING CHIEF EXECUTIVE
Date: 19 MAY 2022

SIGNED ON BEHALF OF Sherwood Forest Hospitals Foundation Trust
Signature: 
Name: ___Paul Robinson_____
Position: ___CEO of SFH_____
Date: _____12 th July 2022_____

SIGNED ON BEHALF OF Nottingham and Nottinghamshire Integrated Care Board
Signature: 
Name: ___Amanda Sullivan_____
Position: ___Chief Executive_____
Date: _____2 nd August 2022_____

SIGNED ON BEHALF OF Nottingham City Council
Signature: 
Name: Melbourne Barrett
Position: Chief Executive of Nottingham City

Council
Date: 13 July 2022

SIGNED ON BEHALF OF Nottinghamshire County Council
Signature: 
Name: _____ Anthony May _____
Position: _____ Chief Executive _____
Date: _____ 13 May 2022 _____