University Hospitals of North Midlands NHS
NHS Trust

Policy No. G03
Trust Policy for Intellectual Property

The following personnel have direct roles and responsibilities in the implementation of this policy:

- **All Trust Staff**

Version:	**6**
Ratified By:	**Quality and Safety Forum**
Date Ratified:	**October 2015**
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Trust Contact:	**Commercial Development Manager**
Executive Lead:	**Director of Research & Development**

Version Control Schedule

Final Version	Issue Date	Comments
1	Dec 2005	Policy Developed
2	Jun 2007	Policy Reviewed and approved by LNC & Executive Committee
3	Jun 2010	Policy reviewed and approved
4	August 2011	
5	Feb 2013	Policy reviewed and no changed made
6	October 2015	Updated following integration with County Hospital

University Hospitals of North Midlands NHS
NHS Trust

Statement on Trust Policies to be included in all policies

Staff Side and Trade Unions
The University Hospitals of North Midlands NHS Trust is committed to ensuring that, as far as is reasonably practicable, the way in which we provide services to the public and the way in which we treat our staff reflects their individual needs and does not discriminate against individuals or groups on any grounds.

Equality and Diversity
The University Hospitals of North Midlands aims to promote equality and diversity and value the benefits this brings. It is our aim to ensure that all staff feel valued and have a fair and equitable quality of working life.

Equality Impact Assessment
The organisation aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others. The Equality Impact Assessment tool is designed to help you consider the needs and assess the impact of your policy.

Information Governance
Any Trust policy which impacts on or involves the use and disclosure of personal information (patient or employee) must make reference to and ensure that the content of the policy is comparable with the relevant statutory or legal requirement and ethical standards

Data Protection Bill, General Data Protection Regulations (GDPR) and the NHS Code of Confidentiality
GDPR replaces the EU Data Protection Directive of 1995 and supersedes the law of member states that were developed in compliance with the Data Protection Directive 95/45/EC. Its purpose is to protect the "right and freedom" of natural persons (i.e. livening individuals) and to ensure that personal data is not processed without their knowledge, and, wherever possible, that it is processed with their consent.

Processing includes holding, obtaining, recording, using and disclosing of information and applies to all forms of media, including paper and images. It applies to confidential patient information but is far wider in its scope, e.g. it also covers personal records

Whiles GDPR applies to both patient and employee information, the Confidentiality Code of Practice (COP) applies only to patient information. The COP incorporates, the requirements of GDPR and other relevant legislations together with the recommendations of the Caldicott report and medical ethics considerations, in some cases extending statutory requirements and provides detailed specific guidance.

Freedom of Information Act 2000
The Freedom of Information Act 2000 (FOIA) is an Act which makes legal provision and creates a legal gateway and timetable for the disclosure, to the public, of the **majority** of corporate information held (but not necessarily created) by this Trust. The Trust has a legal responsibility to proactively provide a large amount of information to the public and to pro-actively respond to specific requests for information. Information will not be disclosed when the Trust can claim legal exemption. Any non-disclosure must be conveyed in writing; quoting the relevant exemption together with signposting to internal and external methods of compliant. Locally, guidance on the DPA, FOIA and COP can be obtained from the Information Governance Manager or the Caldicott Guardian.

Mental Capacity Act

Any Trust policy which may affect a person who may lack capacity should comply with the requirements of the Mental Capacity Act 2005 (MCA)

The MCA and its associated Code of Practice provides the framework for making decisions on behalf of individuals who lack the mental capacity to do these acts or make these decisions for themselves. Everyone working with

and/or caring for adults who lack capacity, whether they are dealing with everyday matters or life-changing events in the lives of people who lack capacity must comply with the Act.

In a day to day context mental capacity includes making decisions or taking actions affecting daily life – when to get up, what to wear, what to eat etc. In a legal context it refers to a person's ability to do something, including making a decision, which may have legal consequences for the person lacking capacity, or for other people.

The Code provides guidance to all those working with and/or caring for adults who lack capacity, including family members, professionals and carers. It describes their responsibilities when acting or making decisions with, or on behalf of, individuals who lack the capacity to do this for themselves. In particular, it focuses on those who will have a duty of care to a person lacking capacity and explains how the legal rules set out in the Act will work in practice.

The Health Act: Code of Practice for the Prevention and Control of Health Care Associated Infections
The purpose of the Code is to help NHS bodies plan and implement how they can prevent and control HCAI. It sets out criteria by which managers of NHS organisations are to ensure that patients are cared for in a clean, safe environment, where the risk of HCAI is kept as low as possible. Failure to observe the Code may either result in an Improvement Notice being issued by the Care Quality Commission, or in the Trust being reported for significant failings and placed on 'Special Measures'.

The Code relates to healthcare provided by all NHS bodies. Each NHS body is expected to have systems in place sufficient to comply with the relevant provisions of the Code, so as to minimise the risk of HCAI to patients, staff and visitors.
The Trust Board must have an agreement outlining its collective responsibility for minimising the risks of infection and the general means by which it prevents and controls such risks.

Effective prevention and control of HCAI must be embedded into everyday practice and applied consistently by all staff.

Human Rights
The Trust is committed to the principles contained in the Human Rights Act. We aim to ensure that our employment policies protect the rights and interests of our staff and ensure that they are treated in a fair, dignified and equitable way when employed at the Trust.

Sustainable Development
The University Hospitals of North Midlands NHS Trust (UHNM) is committed to demonstrating leadership in sustainability and has a Trust Board approved Sustainable Development Management Plan (SDMP): Our 2020 Vision: Our Sustainable Future which sets out the route to developing a world-class healthcare system that is financially, socially and environmentally sustainable.

There are three 'Key Priorities' to aim for by 2020. With the help of employees, key partners and other stakeholders the trust will embed opportunities to:

1. Reduce our environmental impact, associated carbon emissions and benefit from a healthier environment;
2. Improve the resilience of our services and built environment as a result of severe environmental and climatic changes;
3. Embed sustainable models of care and support our local community to be well-connected, healthy, resilient, independent and managing their lives in a positive way.

The SWITCH campaign is designed to achieve these priorities. It is relevant to all departments and all members of staff. The focus is on using resources sustainably in order to provide better patient care, improve health and our working environment.

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1. INTRODUCTION

All employees of the University Hospitals of North Midlands NHS Trust have the potential to generate significant valuable intellectual property (IP) from both within and outside research and development activities. In some cases it will be necessary to protect this IP, to ensure that it benefits the health of our patients, the interests of the inventor and the financial position of the Trust.

Intellectual property can be defined as the product of intellectual or creative activity in the form of novel ideas, innovation or research and development (R&D). Like most commodities IP has the potential to be exploited through licensing or sale.

Acquiring legal recognition in the form of intellectual property rights (IPR) is an important part of protecting the exploitation process. IPR can be held as a patent, design, copyright, trade mark, database or as confidential “know how”. These are further defined under point 4. Definitions.

Given the potential value of IP to the NHS, it is essential that the Trust instigate a policy to facilitate its protection. The NHS executive has adopted a Policy Framework for the management of intellectual property within the NHS (HSC1998/106) which will ensure that IP is owned and exploited in the best interests of the NHS. The NHS policy framework and guidelines place a duty on the Trust to audit, protect and exploit its intellectual property (IP) and its intention to be at the forefront of these initiatives.

2. STATEMENT

University Hospitals of North Midlands NHS Trust is committed to supporting and facilitating staff in the development and implementation of innovations. The purpose of this policy is to enable the Trust to identify, protect and manage all intellectual property that involves its employees, by clearly defining the responsibilities of all those involved.

3. SCOPE

The Trust recognises that its staff from all disciplines or activity can generate new ideas, innovations or new inventions, which might lead to improvements in the delivery of healthcare.

Persons covered by this policy include:

- All staff that are full or part time employees of UHNM NHS Trust.
- Staff with Trust contracts of employment who are undergoing further education or are involved with joint academic research with another organisation or who have an honorary research appointment at an academic institution.
- Staff with Trust contracts of employment whose payroll costs are partially or wholly funded by another party (e.g. a medical charity, a university, a government department) unless the contract between the Trust and that party assigns ownership of any IP to that party.
- Trainee professionals hosted by the Trust who generate IP in the course of their training.
- Trust staff seconded to another organisation or employees of another organisation hosted by the Trust under contract are subject to the arrangements for the ownership of IP agreed between the Trust and that organisation.
- Staff who generate IP outside normal working hours and/or away from the place of work, where the IP relates to their area of employment or their normal duties within the Trust.

4. DEFINITIONS

TRUST

Where it is appropriate the Trust is used as meaning University Hospitals of North Midlands NHS Trust.

COPYRIGHT

Copyright covers written information (such as leaflets, articles, assessment tools and training packs), databases, computer software and films/videos, which can all be protected by copyright. Copyright is achieved automatically when IP is created. However, it is advisable to attach a statement for additional protection, such as,

©Copyright (University Hospitals of North Midlands NHS Trust, 2015) All rights reserved. Not to be reproduced in whole or in part without the permission of the copyright owner.

PATENTS

Patents can be used to protect inventions that embody a new idea and are capable of being manufactured or used by industry (such as devices, processes or methods of operation). Examples of exclusions would be methods of treatment of the human/animal body by surgery or therapy, or diagnostic methods. An invention must not have been made public anywhere in the world prior to the patent filing date (journals, internet, meetings, posters, etc.) and must not be an obvious development, with regard to what is already common knowledge to someone who is experienced in the relevant field.

DESIGN RIGHTS

Design rights protect against deliberate copying of the shape or configuration of an article. Design Right may exist in addition to other forms of protection such as Patent, Copyright or Registered Design.

UNREGISTERED DESIGN RIGHTS

Unregistered design rights are not directly associated with appearance. The right can protect internal and external features but only gives protection against copying of features or shape and configuration (e.g. physical design or computer chips, engineering components and architectural drawings).

REGISTERED DESIGN RIGHTS

In some new products, the novelty lies not in a new idea or principle but in their appearance. Registered design rights usually cover commercial objects with a unique or aesthetic appearance.

TRADEMARKS

A trademark is a sign or symbol that is used to distinguish a product or service from that produced or supplied by another business. It could be the design of a label or the shape of a product's packaging (for example, the Coca-Cola bottle). The term "sign" includes logos, slogans, words, colours and 3-D shapes.

Registering a Trademark protects the owner form competitors also trying to use that image to promote their own products. Trademarks can be very valuable in keeping that product as a market leader.

KNOW-HOW

Confidential information or "know-how" is information which may be commercially or technically valuable and which is regarded as secret. It may, for example, include information on industrial processes.

In all cases, the "know-how" will only retain its value if it is managed effectively. All exploitation partners, business partners and collaborators should be bound by conditions of confidentiality through a Confidential Disclosure Agreement (CDA). This may be a reciprocal agreement whereby confidential information is both disclosed nd received. A CDA may be obtained from your R&D Office.

Know-how and confidential information can be brought sold and licenced like any other form of IP and persist indefinitely, as long as they remain "secret".

5. ROLES AND RESPONSIBILITIES

It is the responsibility of the Research & Development Department to manage and protect IP for the Trust. For information and advice on any matter regarding IP and its protection please speak to your Innovation Facilitator in the first instance.

It is the responsibility of the employees to, at the earliest opportunity, inform the Trust using the disclosure form (see appendix A), about identified or potential IP arising from their activities and should not unilaterally sell, assign, licence, give or otherwise trade the IP since this is likely to compromise its subsequent value.

The Research & Development Department is responsible for maintaining a register of all the IP owned by the Trust, including the date it was reported to the Research & Development Department. Records will also be kept of arrangements entered into by the Trust for the protection and subsequent use of the Intellectual Property, including any disclosures made to a third party.

It is the responsibility of the Research & Development Department to ensure that the originator of any IP is kept fully informed as to progress in relation to its protection, exploitation and commercialisation. This will be done through regular correspondence and meetings.

The Trust is not obliged to seek protection for IP in all cases. Protection will be sought where a viable commercial case is demonstrated.

6. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF INTELLECTUAL PROPERTY

Generally speaking, UK law provides that (unless otherwise agreed) any intellectual property produced by employees in the course of their employment or normal duties belongs to their employer. Therefore, in cases where an employee of a Trust is engaged in activities at that Trust, IP ownership rests with the Trust that employs the person at the time that any IP is originated.

In the case of joint appointments where part of a Trust employee's payroll costs are partially or totally funded by another party (for example a university, a medical charity or a commercial sponsor and including where a Trust employee is seconded to another organisation) then, in accordance with UK law, normally the Trust holding the employment contract will own the intellectual property generated by that employee. This position is, however, subject to agreement to the contrary.

Any intellectual property produced by Trust employees outside normal working hours and/or away from their place of work, that is outside the scope of, and/or unconnected with their normal duties, will belong to the employee. 'Normal duties' are those duties defined by the employee's contract of employment. This distinction

is in legal accordance with the Patents Act 1977 and the Copyright, Designs and Patents Act 1988.

IP exploitation is an expensive and time consuming process. When a member of staff assigns IP to the Trust, this financial and logistic commitment is taken up on their behalf. The originator is entitled to receive recompense in the form of a share of derived net revenue as detailed in section 6.3.

If work or research is conducted by an employee in partnership with another organisation then under UK law each organisation will normally own the intellectual property that its own employees generate. As this position can often result in uncertainty over intellectual property ownership, a formal agreement stating ownership (or sharing) of generated IP is required. The Research, Development & Innovation Team will have primary responsibility for developing IP sharing agreements with collaborating institutions.

If the relative ownership of IP is disputed, dated written records relating to the IP in question will be assessed to establish the inventor(s) and their proportionate contribution. If such material is not available, the Chief Executive Officer of the Trust will make a final decision, taking professional advice as necessary.

Wherever possible, commercially funded research contracts should provide for the Trust to hold the resulting Intellectual Property to enable it to benefit from its exploitation.

In pricing commercially funded research contracts, regard must always be given to the value of the resulting Intellectual Property and the rights to the Intellectual Property which are granted to the sponsor, as well as the value of existing background Intellectual Property (especially software or patented inventions) which may be used in furtherance of the research project.

6.2 MANAGEMENT

It is the Trust's policy to actively encourage employees to publish their work and the Trust will not normally object to an employees' right to be named as an author of copyright material. However, if intellectual property is to be exploited, all work needs

to be kept confidential until it is correctly protected. Advice should be sought from the Research & Development Department before publicly disclosing work.

Despite the statutory provision whereby the copyright in any work produced by an employee in the course of employment belongs to the employer, the Trust normally grants the originator a free licence to the copyright in any work to be published in a recognised scientific, technical, professional or management journal or book.

In dealing with an external organisation, it is not always possible to ensure all contact is through the Research & Development Department. When staff are contacted directly by a third party company, it is important to keep full records, including copies of all correspondence and notes of telephone conversations and meetings, and to supply these to the Research & Development Department in order to provide detailed accounts of the progress of discussions relating to any Intellectual Property. All records and notes must show the relevant date(s) and action(s) agreed.

It is essential that staff working on projects which generate IP keep written, dated records of their activities and results. This is especially significant for subsequent patent applications in the US, since precedence is awarded to the first to invent, rather than the first to file the patent. It is imperative that all correspondence, including emails, telephone conversations and meetings are logged to provide a detailed account of any discussions relating to the IP. Besides maintaining optimum clinical practice, this diligence is in accordance with clinical and research governance guidelines.

Audits will be periodically carried out by or on behalf of the Trust. This process is essential to identify potential IP arising from R & D and to ensure that the correct action is taken to protect any IP that may later be exploited.

6.3 REVENUE-SHARING WITH INVENTOR

The Trust wishes to encourage full participation of employees in the creation and commercial exploitation of IP

The policy will reward staff that have contributed substantially to the generation of IP which has subsequently provided exploitation revenue will be shared between the Trust, the Inventor and the department(s) in which the IP was developed. The default

position for revenue share is one third to the inventor; one third to the department and one third to the Trust.

Where a number of departments have supported the development of the IP, the departmental (one third) share will be split according to the relative contribution of each department to the development of the IP. Similarly, in cases where several staff have been involved in generating the IP, the proportion of income allocated to inventors will be divided between them on the basis of relative inventive contributions. In all cases the shared revenue will be the net of any protection and exploitation costs (e.g. patent costs).

7. EDUCATION/TRAINING AND PLAN OF IMPLEMENTATION

IP issues will be included in general R&D training initiatives as and when these take place in the Trust. All new employees with an interest in in R&D will have the intellectual property policy and procedures brought to their attention.

All training should be recorded within the personal staff record, ideally within ESR.

For help and advice around Training and Education please contact the Commercial Development Manager.

8. MONITORING AND REVIEW ARRANGEMENTS

8.1 Monitoring Arrangements

Aspect of compliance or effectiveness being monitored	Monitoring method	Individual department responsible for the monitoring	Frequency of the monitoring activity	Department which will receive the findings/monitoring report	Department responsible for ensuring that the actions are completed
Disclosure of IP	Audit	Research & Development Department	Annual	R&D Forum	R&D Forum

8.2 Review

This policy will be reviewed in three years by the R&D Commercialisation Advisory Committee.

9 REFERENCES

10 APPENDICES

Appendix A

Innovation Disclosure Form

All ideas disclosed to us will be considered for further development and support. Please complete all sections of the form, return it by email, along with any accompanying material, to ideas@uhns.nhs.uk

We will treat the information you disclose to us as confidential.

TEAM DETAILS

Principle Contact/Innovator	Click here to enter text.
Department	Click here to enter text.
Position/Job Title	Click here to enter text.
Other Team Members (if any)*	Click here to enter text.

*please indicate if any team members are external to UHNS.

LEAD CONTACT DETAILS

Tel:	Click here to enter text.
Mobile:	Click here to enter text.
Email:	Click here to enter text.
Address:	Click here to enter text.

YOUR INNOVATION

Do you have a name or project tile for your innovation?	Click here to enter text.

Type of Innovation:	Choose an item.
Other:	Click here to enter text.
Please provide a description of your idea in lay terms*	Click here to enter text.

*Please attach any supporting information on additional pages

What problem does the innovation solve?	Click here to enter text.
What do you think will be the benefits of your idea over any Are there any existing products, solutions of services? How does it differ?	Click here to enter text.
What impact has this innovation had (or is likely to have) on patients, your organisation and/or health care in general?	Click here to enter text.
How would you like to take this innovation forward; does it have the potential to be used by other Trusts, can you see it being a commercial product sold by companies, etc.	Click here to enter text.

PUBLICATION

Has your discovery been or are there plans to describe the discovery in any way? If so, please provide dates and details.	Click here to enter text.
Has the innovation been disclosed to any colleague or collaborator outside of UHNS? If yes, please give details	Click here to enter text.

FUNDING

Have you received or identified any funding streams to develop/test your innovation?	Click here to enter text.

Do you need help to identify funding?	Yes	☐	No	☐

OFFICE DETAILS – To be completed by R&D Office

Reference Number	OFFICE USE ONLY

Added to database?	Yes	☐	No	☐

Date Registered	OFFICE USE ONLY

Appendix B

University Hospitals of North Midlands NHS
NHS Trust

THIS NON DISCLOSURE AGREEMENT is made on INSERT DATE.

BETWEEN

(1) **Name:** Tammy Holmes **of:** University Hospital of North Midlands

(2) **Name:** INSERT NAME **of:** INSERT ORGANISATION

In consideration of the mutual covenants and undertakings set out below **THE PARTIES AGREE** as follows:

1 **Definitions**

In this Agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

"**Confidential Information**" means any and all information in whatever form whether disclosed orally or in writing or whether eye readable or machine readable or in any other form including, without limitation, the form, materials and design of any relevant plant and equipment or any part thereof, the methods of operation and the various applications thereof, processes, formulae, plans, strategies, data, know-how, designs, trade secrets, patent applications, software, biological information, market opportunities, photographs, drawings, specifications, technical literature and any other material made available orally or in writing by the Disclosing Party (or any of its representatives or advisers) to the Receiving Party (or any of its representatives or advisers) or gained by the visit by the Receiving Party to any establishment of the Disclosing Party whether before or after this Agreement is entered into, and the information and documents described in the Schedule, for the Purpose (and any information derived from such information) but excluding the Excluded Information.

"**Disclosing Party**" means the party disclosing Confidential Information.

"**Excluded Information**" means any Confidential Information which:

(a) is or becomes generally available within the industry or becomes generally available to the public or enters the public domain other than as a result of the unauthorised disclosure by the Receiving Party (or its representatives or advisers); or

(b) the Receiving Party is able to prove by documentary evidence that that information is available to it or in its possession free of any restriction as to its use or disclosure prior to the date on which the Confidential Information is released by the Disclosing Party provided that the source of such information is not subject to any agreement or other duties relating to confidentiality in respect thereof; or

(c) becomes available to the Receiving Party from a source other than the Disclosing Party which source has the legal right to use and disclose and is not bound by any obligation of

confidentiality in relation to the same; or

(d) otherwise becomes lawfully available to the Receiving Party otherwise than from the Disclosing Party or by visits to the premises of the Disclosing Party provided that the source of such information is not subject to any agreement relating to confidentiality in respect of such information.

"Purpose" means for the purpose of discussing ENTER PURPOSE
"Receiving Party" means the party to whom Confidential Information is disclosed.

2 Disclosure and Use

2.1 Each party undertakes to the other party to keep strictly private and confidential at all times:

(a) the Purpose and the existence of discussions or negotiations taking place between the parties; and

(b) all Confidential Information and not to disclose it to any other person whatsoever except those who are a Receiving Party's employees and advisers and who need to know such information for the Purpose. The Receiving Party shall inform each of the said employees or advisers of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof and shall be subject to obligations equivalent to those set out in this Agreement. The Receiving Party shall use its best endeavours to procure that any such employee or advisor complies with such obligations. The Receiving Party shall be responsible to the Disclosing Party in respect of any disclosure or use of such Confidential Information by the Receiving Party, its employees and advisers.

2.2 The Receiving Party agrees to use the Confidential Information for the Purpose and for no other purpose whatsoever.

2.3 All proprietary rights in the Confidential Information including any intellectual property rights are in the Disclosing Party's sole ownership and this Agreement shall not be construed as a grant by the Disclosing Party to the Receiving Party of any licence of rights or other rights relating to any Confidential Information whether before or after the date of this Agreement.

2.4 This Agreement shall continue for a period of five years from the date which it is signed.

3 Confidentiality Measures

3.1 To secure the confidentiality attaching to the Confidential Information, the Receiving Party shall:

(a) keep separate all Confidential Information disclosed by the Disclosing Party and all information generated from that information from all documents and other records and keep all documents and other material bearing or incorporating any of that Confidential Information at its usual place of business;

(b) not use, reproduce, transform, transfer or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and

(c) make copies of the Confidential Information only to the extent that the same is strictly required for the Purpose.

4 No Representation

4.1 The Receiving Party acknowledges that it shall be solely responsible for making its own judgement and decisions on all Confidential Information disclosed to it; and acknowledges that neither the Disclosing Party nor any of its employees, officers, representatives or advisers accept responsibility for or make any representation, express or implied, with respect to the accuracy or completeness of the Confidential Information (whether written or oral) supplied under this Agreement by the Disclosing Party.

5 Delivery Up

5.1 The Disclosing Party shall be entitled at any time to decline to provide or to continue to provide any Confidential Information to the Receiving Party.

5.2 The Receiving Party shall immediately upon receipt by it of a request in writing from the Disclosing Party to do so, deliver up to the Disclosing Party or to its order all written Confidential Information which had been disclosed by the Disclosing Party (including any copies, analyses, memoranda or other notes made by the Receiving Party or in the Receiving Party's possession or under their custody and control) and so far as it is practicable to do so, delete any such Confidential Information from any computer, word processor or other device in its possession or under its custody and control containing Confidential Information.

6 General

6.1 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

6.2 This Agreement is personal to both parties. Neither party shall assign, delegate or otherwise transfer the rights and responsibilities under this Agreement to any other party.

6.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a party to this Agreement (including any employee, officer, agent, representative or sub-contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

7 Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with the laws of England.

9 Jurisdiction.

All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

IN WITNESS OF THE ABOVE the parties have signed this Agreement on the date written at the head of this Agreement.

Signed for and behalf of: University Hospital North Midlands

NAME:

SIGNATURE:

Signed for and behalf of: INSERT ORGANISATION

NAME: INSERT NAME

SIGNATURE:

Schedule