

DATED : 2nd February 1998

SECRETARY OF STATE FOR HEALTH

and

THE UNIVERSITY OF EAST ANGLIA

Agreement
for the provision of a clinical psychology
training programme

THIS AGREEMENT is made the second day of February 1998

BETWEEN:

- (1) THE SECRETARY OF STATE FOR HEALTH for the NHS Executive-Anglia and Oxford of 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6QP ("the Purchaser"); and
- (2) UNIVERSITY OF EAST ANGLIA of Norwich NR4 7TJ ("the Institution").

RECITALS

The Purchaser has agreed to purchase and the Institution has agreed to provide the Services.

OPERATIVE PARTS

1. Interpretation

1. (1) In the Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:-

"Academic Year" 1 August in one year to 31 July in the next.

"Agreed Intake" the number of new Students in the Programme which the Institution is to enrol in each Contract Year under the provisions of this Agreement unless otherwise varied in accordance with this Agreement.

"Aggregate Contract Price" the price exclusive of Value Added Tax payable to the Institution by the Purchaser under this Agreement for the performance of the Services in each Contract Year.

"Anglia and Oxford Region" the geographical area covered by the remit of the Purchaser as designated by the Secretary of State.

"Approving Bodies" all or any one of:-

- (a) - the Institution (acting in its capacity as an academic qualification awarding body);
- (b) - the Professional Bodies.
- (c) - the Licensing Bodies.

"Cambridgeshire and North West Anglia Consortium" the non-medical education and training consortium for the Cambridgeshire and North West Anglia region.

"Clinical Competence" the suitability of graduates from the Programme for employment within the Anglia and Oxford Region.

"Clinical Placements" professionally supervised periods of education and training within clinical and/or professional environments received by Students as part of the Programme on any Trust's premises or alternative premises outside the Institution.

"The Contract Price" the price payable each Contract Year in respect of Students and based on the Price Per Student multiplied by the actual numbers of Students in any Contract Year's intake, adjusted pursuant to clause 5.

"Contract Review" the joint review to be carried out annually between the Purchaser and the Institution in accordance with Clause 17 below.

"Contract Year" 1 August in one year to 31 July in the next during the continuance of this Agreement and which expression shall be deemed also to apply to the Initial Contract Period.

"Employing Trust" Lifespan Healthcare NHS Trust and any successor body which may take over its functions as employer of Students.

"Financial Year" 1 April in one year to 31 March in the next.

"HEFCE" the Higher Education Funding Council for England or any other body which takes over all or part of its relevant functions.

"HEQC" the Higher Education Quality Council or any other body which takes over all or part of its relevant functions.

"Higher Education Required Efficiency Gain" the annual efficiency gain percentage applied by HEFCE to core funding as notified by HEFCE in the annual recurrent grant letter for the Academic Year commencing the following 1 August or if such letter should cease to be published such percentage calculated on the same basis as that used in the last published letter unless and until the Institution is instructed to calculate such percentage on a different basis by HEFCE.

"Higher Education Inflation Factor" the inflation percentage for the next Academic Year as defined in the HEFCE letter referred to in the previous definition or if such letter should cease to be published such inflation percentage calculated on the same basis as that used in the last published letter unless and until the Institution is instructed to calculate such percentage on a different basis by HEFCE.

"Initial Contract Period" the period from the Operative Date to 31 July 1996.

"Institution" includes any successor institution to the relevant functions of the Institution.

"Licensing Bodies" all or any one of:-

- (a) - The British Psychological Society
- (b) - other statutory bodies from time to time empowered to award registration to practise as a Chartered Clinical Psychologist in the United Kingdom.

"Management Review" the joint review of the operation of the Programme to be carried out by the Purchaser and the Institution in accordance with Clause 16 below.

"NHS" the National Health Service.

"Operative Date" 1 October 1995.

"Price Per Student" the price payable per Student in accordance with Schedule 1.

"Professional Bodies" all or any one of:-

- (a) - the British Psychological Society
- (b) - any professional bodies from time to time empowered to validate courses in the Subject in the United Kingdom.

"Programme" an education and training programme in clinical psychology leading to the award of the qualification of Doctor in Clinical Psychology.

"Proposal" the Clinical Psychology Option Appraisal dated October 1993 submitted by the Institution in response to the Specification in Annex B.

"Purchaser" includes any successor authority to the relevant functions of the Purchaser under this Agreement.

"Review(s)" Contract or Management Review(s) as the context requires.

"Services" the provision by the Institution of the Programme in accordance with Specification and the Proposal subject to clause 1(2).

"Specification" the specification of the Clinical Psychology Option Appraisal issued by the then East Anglian Regional Health Authority in June 1993 at Annex A.

"Staff" all employees sub-contractors and agents of the Institution engaged in the performance of this Agreement.

"Students" Students enrolled with the Institution for the Programme, all of whom are employed by Trusts.

"Subject" Clinical Psychology.

"Tolerance Levels" the permitted variations in the Agreed Intake as set out in Schedule 2 and subject to adjustment under clause 4(3).

"Total Contract Numbers" for each Contract Year the aggregate number of Students which the Institution is to enrol in the Programme consisting of the Agreed Intake for that Contract year and Students from actual intakes for previous Contract Years until completion of their Programme.

"Trusts" the National Health Service bodies which will be responsible for Clinical Placements or which will be potential or existing employers within the Anglia and Oxford Region of the graduates of the Programme.

"Units" areas of care within a Trust.

1. (2) In this Agreement, unless the context otherwise requires:
 1. (2) (a) References to the singular shall include the plural and vice versa and to either gender shall include the other.
 1. (2) (b) References to paragraphs, clauses or schedules are references to paragraphs, clauses of and schedules to this Agreement and references to sub-clauses are reference to sub-clauses of the clause in which the reference appears.
 1. (2) (c) The Proposal and the Specification shall form part of the Agreement. Unless variations are agreed by the Parties in the course of a Contract Review in accordance with clause 17, the Services shall be as specified in the Proposal but where the Proposal is silent on a particular matter, the Specification shall prevail. Where there is any ambiguity between the Proposal and the Specification, the Specification shall prevail.
 1. (2) (d) Where there is any inconsistency between this Agreement and either or both of the Proposal and the Specification, this Agreement shall prevail
 1. (2) (e) The headings are inserted for reference only and shall not affect the construction of this Agreement.

2. Services

2. (1) The Institution shall provide the Services.
2. (2) The Institution warrants that:-
 2. (2) (a) the Services will be performed with reasonable care and skill;
 2. (2) (b) that all statements of fact in the Proposal are correct to the best of its knowledge; and
 2. (2) (c) that the Services and the Programme shall meet the requirements of Approving Bodies and any other statutory or governmental requirements in accordance with clause 8.
2. (3) The Institution shall use its best endeavours to ensure that all Students attain Clinical Competence.

3. Contract Duration

3. (1) Provision of the Services shall commence on the Operative Date and continue for five intakes unless terminated or extended in accordance with this Agreement. Unless the Agreement is extended the last intake to the three year postgraduate programme will be in the Contract Year commencing 1 August 1999.
3. (2) On or before 31 January 1998 and in each subsequent year the Purchaser shall (following the Contract Review) notify the Institution in writing if the Agreement is to be extended. The Institution shall notify the Purchaser in writing within 28 days after receipt of such notification if it is unwilling to accept such extension. If no such notification is given by the Institution, the Agreement shall continue for a further year beyond its previous expiry date.

4. Agreed Intake

4. (1) During the Initial Contract Period the Agreed Intake shall be in accordance with Schedule 1.
4. (2) For subsequent Contract Years the Agreed Intake and Total Contract Numbers shall be agreed by the parties at the Contract Review in accordance with clause 16 provided that the Institution shall not withhold its agreement to any proposed intake which falls within the Tolerance levels. Proposed intakes which fall outside the Tolerance levels shall be subject to the negotiation and agreement of both parties.
4. (3) The Tolerance levels may be adjusted by the agreement of the parties at the Contract Review.

5. Contract Price

5. (1) The Contract Price for each Contract Period is set out in Schedule 1. For the avoidance of doubt the Contract Price specifically includes:
5. (1) (a) the cost of adequate and appropriate indemnity insurance for Staff;
5. (1) (b) the cost of the arrangements regarding occupational health described in clause 14 insofar as they are incurred by or charged to the Institution;
5. (1) (c) any irrecoverable VAT incurred by the Institution in making purchases in pursuance of performance with this Agreement.
5. (2) The Contract Price for each Contract year from 1 August 1998 shall be modified in each succeeding year to take into account the following:-

5. (2) (a) the amount of the Higher Education Inflation factor less the Higher Education Required Efficiency Gain;
5. (2) (b) variations as shown in Schedule 1. Adjustments to the Contract Price for variations outside this number will be subject to negotiation between the parties; and
5. (3) Where the parties are unable to reach agreement under clauses 5(1) and 5(2), then the relevant Contract Price shall be determined in accordance with 5(2) by an independent chartered accountant appointed by the Purchaser and the Institution jointly or (if they cannot agree on the appointment) by the President for the time being of the Institute of Chartered Accountants in England and Wales shall act as an expert and not as an arbitrator, and his Certificate as to the relevant Contract Price shall in the absence of manifest error be final and binding on both the Purchaser and the Institution and his costs shall be borne by them in equal shares.
5. (4) The Institution will invoice the Purchaser for the Contract Price on the dates agreed by the parties.

6. Payment Arrangements

6. (1) Any moneys payable by the Purchaser to the Institution under the provisions of this Agreement will be invoiced promptly by the Institution. Invoices will be due for payment 30 days after delivery. Any invoice not paid within 14 days after due date shall carry interest from due date for payment until paid in full.
6. (2) The rate of interest shall be a rate equal to 4% per annum above the base lending rate from day to day of the Institution's principal bankers at the time.
6. (3) The Institution shall not be obliged to provide any of the Services under this Agreement if the Purchaser fails to make any payments due under this Agreement within 10 working days of the due date for payment thereof.

7. Student Recruitment, Selection and Retention

7. (1) The Institution shall agree with the Purchaser and with Trusts a recruitment and selection procedure in relation to proposed Students. The Institution shall then be responsible for recruiting Students for the Programme in accordance with the procedure and in liaison with the Employing Trust.

7. (2) The Institution shall agree a policy with the Purchaser in order to minimise the rate of Students leaving the Programme before completing the course and to optimise the opportunities for graduates of the Programme under this Agreement to gain employment with the Anglia & Oxford Region.

8. Quality Standards

8. (1) Responsibility for addressing any failure of the Programme to meet the requirements of the Approving Bodies shall rest with the Institution and, in the event that the Institution is unable to resolve such issues due to the acts or omissions of any Trusts, the Institution must inform the Purchaser at the earliest opportunity and the Purchaser shall, without prejudice to the Purchaser's rights under this Agreement, use all reasonable endeavours to procure the remedying of the act or omission.

8. (2) The Institution shall supply to the Purchaser copies of relevant reports arising from:

8. (2) (a) the HEFCE Quality Assessment Process;

8. (2) (b) the HEQC Audit Process;

8. (2) (c) external audits of academic research;

8. (2) (d) validation or similar reports of the Professional and/or Licensing Bodies;

as soon as they are available to the Institution and no later than the subsequent Management Review.

8. (3) The Institution shall supply to the Purchaser evidence of internal quality assurance processes which supplement the external processes and which provide evidence of appropriate NHS and/or Trusts' involvement, Clinical Competence, the application of Equal Opportunities policies and pastoral care facilities for Students. The Purchaser is responsible for agreeing with the Institution the format and timing of this provision.

8. (4) The Institution shall regularly provide to the Purchaser (on dates and in a format to be agreed but in any case not less than once during any Contract Year) statistical information regarding:

8. (4) (a) the enrolment of Students;

8. (4) (b) Student attrition rates;

8. (4) (c) Student completion rates; and

8. (4) (d) on an anonymous basis, first destinations of graduates of the Programme.

9. Clinical Placements

9. (1) The Institution shall allocate to and organise suitable Clinical Placements for Students and shall use all reasonable endeavours to ensure that these are located within the Anglia and Oxford Region and provide a reasonable spread of experience for Students across different types of Units where the Programme permits.
9. (2) The Institution shall be responsible for ensuring that Clinical Placements are supported by Clinical Placement agreements between the Institution and Trusts offering Clinical Placements in a form that shall be agreed by the Purchaser and the Institution from time to time in writing and which shall in any case contain the following terms:-
9. (2) (1) that the Institution shall be responsible for the acts and omissions of the Staff;
9. (2) (2) that the Trust shall be responsible in so far as it is deemed to be the employer of Students on Clinical Placements (by virtue of EL(95)86) for the acts and omissions of the Students.
9. (3) In the event of difficulties in meeting this responsibility as a result of commissions of omissions on the part of a Trust, the Institution shall immediately inform the Purchaser who shall, without prejudice to its rights under this Agreement, use all reasonable endeavours to procure the resolution of the issue.
9. (4) The Institution shall ensure that the standard and supervision of Clinical Placements conform at least to the Standards required by the Approving Bodies.
9. (5) No payment shall be made by the Purchaser or the Institution for Clinical Placements for Students.

10. Student Support

10. (1) To facilitate the Employing Trust's duty as the employer of Students, the Institution shall maintain such record of attendance, sickness, lateness and other matters as may be required by the Employing Trust and shall furnish this information to the Employing Trust on request.
10. (2) Salary, travel costs and any other related expenses of Students are the responsibility of the Employing Trust and are not part of this Agreement and neither party shall have any obligation to the other in respect of the same.

10. (3) The provision of residential accommodation for Students attending the Programme or Clinical Placements is subject to agreement between individual Students, the Institution and Trusts and is not covered by this Agreement and neither party shall have any obligation to the other in respect of the same.

11. Discontinuation and Discipline of Students

11. (1) The Institution bears the responsibility for the discontinuation or discipline of Students for misconduct or failure to meet academic standards or any other ground covered by its regulations. The Institution shall undertake such action in conjunction with the Employing Trust and in accordance with arrangements agreed by the Employing Trust.

11. (2) Where the misconduct by a Student relates to occupancy of NHS residential accommodation, the Institution shall bear no such responsibility under clause 12(1) except insofar as the misconduct in question constitutes a breach of the Institution's regulations.

12. Access

12. (1) To facilitate monitoring of performance of this Agreement, of professional and academic standards and of Clinical Competence, the Institution shall allow reasonable access for the Purchaser's representatives, and for representatives of Approving Bodies:

12. (1) (1) to premises owned or managed by the Institution in which Students undertake the Programme; and

12. (1) (2) to Staff

and the Institution shall use all reasonable endeavours to ensure that reasonable access is also granted by parties other than the parties to this Agreement who may be controlling or managing staff or any other premises at which Students are undertaking the Programme.

12. (2) The Purchaser shall use all reasonable endeavours to ensure that Staff and representatives of the other Approving Bodies are granted access to potential Clinical Placement locations by any other parties controlling them to enable the evaluation of additional or alternative locations.

13. Staff

The Institution shall ensure that all Staff engaged to provide the Programme to Students shall:-

13. (1) be properly qualified and have attained all relevant qualifications necessary for the purposes of teaching the Programme;
13. (2) have such continuing professional development (including, but not limited to regular updating of professional and clinical issues) as they may reasonably require to teach the Programme; and
13. (3) have such opportunities to engage in research as are commensurate with the nature of the Institution and the qualification and experience of the individual members of Staff.

14. Occupational Health

The Institution shall be responsible for ensuring appropriate medical examination and screening of Staff and Students in accordance with statutory requirements and NHS directives.

15. Intellectual Property Rights

Nothing in this Agreement shall amount to an assignment or licence of any patents, copyright, design rights, trade marks or other intellectual property of any kind ("Intellectual Property") and any Intellectual Property created by either party shall vest in that party unless otherwise agreed in writing between the parties or between a party and any third party.

16. Monitoring and Liaison

16. (1) The Purchaser and the Institution shall be required jointly to participate in and maintain a system of monitoring this Agreement to include a Contract Review and a separate Management Review (accountable to the Contract Review) which in each case shall be held no less frequently than annually. The Purchaser shall be responsible for convening all Reviews. Requests by either party on reasonable notice to hold additional joint Reviews shall not be unreasonably refused by the other.
16. (2) The Purchaser and Institution shall each ensure that its respective Management and Contract Review teams comprise appropriate members competent to participate fully in the Review, but otherwise shall determine the composition of its own Review team. The Purchaser and the Institution shall keep confidential any information disclosed in confidence at any Management or Contract Review.

16. (3) The Institution and the Purchaser shall provide to each other routine statistical information and other information reasonably deemed relevant by either of them to facilitate the monitoring of the performance of services under this Agreement, subject to clause 18.
16. (4) The Institution shall not refuse any reasonable request to provide information to the Purchaser to enable it to meet its responsibilities to account for the payments made under this Agreement on behalf of the NHS.
16. (5) Management Reviews shall be held during each Contract Year on a date to be agreed between the Purchaser and the Institution but prior to the Contract Review.
16. (6) Relevant matters to be considered in a Management Review shall be agreed in writing between the Purchaser and the Institution no less than 10 working days (or such other time as may be agreed between the Parties) in advance of the meeting and shall normally include the information specified in clause 8 together with:
16. (6) (1) arrangements for Clinical Placements; and
16. (6) (2) Clinical Competence.
16. (7) The Contract Review shall be held in January in each Contract Year on a date which the Purchaser and the Institution shall agree and which the Purchaser shall confirm in writing on or before 15 December preceding the Review. In preparation for each Contract Review the Purchaser and the Institution shall exchange information in accordance with this Agreement before 31 December preceding the Review.
16. (8) Contract Reviews shall cover the following issues:
16. (8) (a) performance of the Services;
16. (8) (b) confirmation of Programme and the Agreed Intake;
16. (8) (c) the Contract Price for the subsequent Contract Year; and
16. (8) (d) issues referred from or to the Management Review.
16. (9) Either party to the review may raise additional items at the Contract Review, provided that these are incorporated in a written notification to the other party not less than ten working days (or such other time as may be mutually agreed) in advance of the Review.

16. (10) Action to be taken shall be agreed at the Management and/or Contract Review with arrangements to determine progress or resolutions. The Purchaser shall confirm decisions taken and agreements made, in writing, within ten working days. Any agreed variations to the Agreement or its Schedules which result from a Contract Review shall be confirmed by both parties in writing within ten working days of the Contract Review.

17. Modifications

Modification or variations to this agreement shall be recorded in writing and signed on behalf of the Purchaser and the Institution.

18. Confidentiality

18. (1) The parties undertake to respect the confidentiality of patient information and patient related data.
18. (2) Each party shall keep this Agreement and its terms confidential and shall make no disclosures in respect of the same without the prior written agreement of the other which agreement shall not unreasonably be withheld.
18. (3) Each party hereby acknowledges the other party's right to keep confidential any information of a personal or confidential nature relating to any third party and neither party shall be liable in damages in breach of this Agreement where they fail to perform the Agreement because of their duties of confidentiality and privacy owed to any third party.

19. Assignability

19. (1) The Purchaser shall be entitled to assign its rights, benefits and obligations under the terms of this Agreement to any entity, body or corporation which takes over all or part of its functions or to any other body with (in either case) the prior written consent of the Institution (which consent shall not be unreasonably withheld) provided the assignee is willing to enter into an effective undertaking with the Institution to observe and perform the Purchaser's obligations under this Agreement.
19. (2) The Institution may not assign or subcontract its obligations under this Agreement (save for Clinical Placements) without the prior written consent of the Purchaser.

19. (3) The Institution agrees to enter into a novation agreement with the Purchaser and the Cambridgeshire and North West Anglia Consortium acting by its lead organisation in the event of an assignment by the Purchaser to the Cambridgeshire and North West Anglia Consortium.

20. Termination

20. This Agreement may be terminated by notice in writing:-

20. (1) immediately by either party if the other commits any material or persistent breach of any term of the Agreement which (in the case of a breach capable of being remedied) has not been remedied within 28 days of a written notice to remedy the same or such reasonable period as is specified in the notice.

20. (2) immediately by the Purchaser on the loss by the Institution of the relevant accreditation or validation of any part of the Programme.

20. (3) immediately by either party if the other party:-

20. (3) (a) becomes insolvent; or

20. (3) (b) without prior written consent of the party terminating, transfers all, or substantially all, of its assets, undertaking or functions to another body.

21. Liability

21. (1) The Institution will fully indemnify the Purchaser against any loss damage costs expenses or claims arising out of any breach by the Institution of this Agreement. Such indemnity shall not exceed the total calculated value to the Purchaser of the Contract remaining at the date of the breach.

21. (2) The Purchaser will fully indemnify the Institution against any loss damage costs expenses or claims arising out of any breach by the Purchaser of this Agreement. Such indemnity shall not exceed the total calculated value of the Contract remaining at the date of the breach.

22. Post Termination Provisions

22. In the event of any termination including under clause 20 above:-

22. (1) except where clause 20(2) applies, the Institution shall continue to provide and Purchaser shall pay for the Programme to existing Students until the completion of their courses including any additional period allowed for extensions and:

22. (1) (a) the parties shall agree such arrangements as are necessary in order to ensure the orderly completion by the existing Students of their Programme; and
22. (1) (b) the Contract Price payable by the Purchaser to the Institution in respect of such existing Students shall be determined annually in advance of the periods which but for termination would have been Contract years by agreement of the parties or, in default of such agreement, by means of the mechanism set out at clause 5(3).
22. (2) Notwithstanding Clause 22(1) and in the event of breach as defined in Clause 20(2) the Purchaser and Institution may take such action including withdrawal of Students from the Institution as they deem appropriate and in the best interests of the students who have enrolled on but not completed the Programme. and
22. (3) termination shall not affect the parties' accrued rights under this Agreement.

23. General

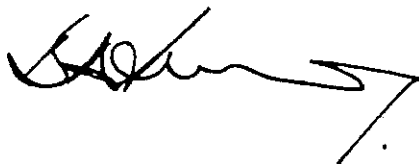
23. (1) Each party shall pay its own costs and expenses in relation to the preparation and execution and carrying into effect of this Agreement.
23. (2) This Agreement together with any documents referred to herein constitutes the whole Agreement between the parties in relation to the subject matter of this Agreement and no variations thereof shall be effective unless made in writing.
23. (3) This Agreement shall be construed and take effect in all respects in accordance with English law and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.
23. (4) Any notice to be given under this Agreement shall be deemed to be duly served when delivery of it is recorded (in the case of first class recorded delivery post) or when delivered (in the case of teletext or personal delivery) or despatched (in the case of communication by word processor or facsimile equipment) to in the case of the Purchaser:

Head of Education and Training, NHS Executive - Anglia and Oxford, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6QP;
and in the case of the Institution:

The Registry, The University of East Anglia, Norwich NR4 7TJ
or to such other office or address as that party may hereafter specify to the other party hereto by notice in writing.

23. (5) Any provision of this Agreement, or of any agreement or arrangement of which it forms part, by virtue of which such agreement or arrangement is subject to registration under the Restrictive Trade Practices Act 1976 shall only take effect the day after particulars of such agreement or arrangement have been furnished to the Director General of Fair Trading pursuant to section 24 of that Act.
23. (6) Failure or neglect by either party to enforce at any time any of these Conditions shall not be a waiver of that party's rights and it shall not affect the validity of the whole or any part of these Conditions or prejudice that party's right to take subsequent action.
23. (7) If any provision of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the full extent permitted by law.
23. (8) Without prejudice to any other provision of this Agreement, neither party will be in breach of the terms of this Agreement for any delay in performing, or failure to perform, its obligations under this Agreement if that delay or failure was due to any cause or circumstance beyond the party's reasonable control.

SIGNED by
duly authorised to sign on behalf
of the SECRETARY OF STATE



SIGNED by
duly authorised to sign on behalf
of THE UNIVERSITY OF
EAST ANGLIA

SCHEDULE 1
CLINICAL PSYCHOLOGY PRICING AND ACTIVITY SCHEDULE

Contract Price for the Contract period beginning on 1 October 1995 :-

22 Students £191,637 (10 existing + 12 Commissions)

Contract Price for the Contract year beginning on 1 August 1996 :-

24 Students £241,895 (12 existing + 12 Commissions)

Contract Price for the Contract year beginning on 1 August 1997 :-

38 Students £338,031 (23 existing + 15 Commissions)

Provisional Contract Price for the Contract year beginning on 1 August 1998 :-
(Subject to Clause 5(2)a)

42 Students £448,458 (27 existing + 15 Commissions)
@ estimated 1998/99 prices

Provisional Contract Price for the Contract year beginning on 1 August 1999 :-
(Subject to Clause 5(2)a)

45 Students £477,509 (30 existing + 15 Commissions)

Contract Price per student based on 15 commissions (@ estimated 1998/99 prices)
= £10,611 (subject to Clause 5(2)b)

Contract Price variations (@ estimated 1998/99 prices)

Contract Price per student based on 13 commissions = £10,754
Contract Price per student based on 14 commissions = £10,678
Contract Price per student based on 16 commissions = £10,553
Contract Price per student based on 17 commissions = £10,502

NOTE : The annual Contract value from 1 August 1998 onwards includes £61,200 in respect of the Regional Tutor function. Such amount, unless otherwise agreed in writing, shall be payable to Lifespan Healthcare NHS Trust and shall not form part of the Contract sum payable to the Institution.

For the purposes of calculating the annual price for any future Contract Years following 1 August 1999, the price of £10,611 (@ estimated 1998/99 prices and subject to Clause 5(2)a) and the Contract Price variations shown (@ estimated 1998/99 prices and subject to Clause 5(2)a) shall constitute the base price ("the Base Price").

Students commissioned from 1 August 2000 shall be at the relevant Base Price (subject to Clause 5(2)a) ("the Commissioned Price").

In each year from 1 August 2000 a new Commissioned Price will be established.



Once established, the Commissioned Price shall remain the price chargeable for that cohort through to completion of training (subject to Clause 5(2)a).
The Commissioned Price shall only be chargeable for students commencing each Academic Year.

SCHEDULE 2
TOLERANCE LEVELS

For the period of the Contract: 13-17
