

**The Royal College of Psychiatrists [Centre for Quality Improvement]**

**Quality Network for Forensic Mental Health Services**

**Memorandum of Understanding**

**General:** These Terms and Conditions form part of the Agreement between the College and the Provider Organisation relating to the Provider Organisation's participation in the College's Quality Network for Forensic Mental Health Services ("the QNFMHS"), to the exclusion of any terms and conditions issued by the Provider Organisation.

**Fees and Expenses:** The College's fees for the QNFMHS are those referred to in the document entitled "Membership registration fees 2022-2023".

All payments will be made in cleared funds in Sterling (£), free of any set-off or counter-claim of any kind.

The College reserves the right to charge interest on all overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Projects will not provide a service to those that have not paid subscription fees.

**Provision of the QNFMHS:** Whilst the College will endeavour to comply with any dates for the provision of the QNFMHS as agreed in writing with the Provider Organisation, such dates are estimated only and do not form a term of the Agreement.

**Obligations of the Provider Organisation:** The Provider Organisation will (and on behalf of all relevant staff and/or other agents):-

- (a) ensure that all Provider Organisation staff are informed of and agree to the provision by the College of the QNFMHS;
- (b) provide the QNFMHS Team, in good faith, with all assistance and information, including without limitation, relevant papers and protocols, which the QNFMHS Team may require in relation to the QNFMHS;
- (c) cooperate fully with the QNFMHS Team to ensure that the QNFMHS Team is able to provide the QNFMHS in an open and informal manner;
- (d) provide the QNFMHS Team with adequate administrative support;
- (e) ensure that all information provided by the Provider Organisation Staff to the QNFMHS Team is provided in good faith, and is complete, accurate and not misleading in any respect;
- (f) cover any reasonable travel expenses for staff working in QNFMHS member teams to attend peer review visits at other services taking part in the Quality Network;

(g) make the final draft report, available to all Provider Organisation Staff whose practice is referred to or considered in such report, and forward any comments or observations made by such persons on the report to the lead member of the QNFMHS Team;

(h) make any final such report available to all groups it reasonably considers may have an interest in its subject matter, including without limitation, professional bodies, regulators, formal provider networks (e.g. new care models) and service user groups;

(i) the service agrees to promptly alert the QNFMHS Team to:

- any reports from regulatory or professional bodies (for example the Care Quality Commission, Healthcare Inspectorate Wales, the Northern Ireland Regulation and Quality Improvement Authority and Healthcare Improvement Scotland) that include any mention of the service;
- any current investigations, serious untoward incidents, serious complaints or any other information that might indicate potential serious problems in the service.

**Intellectual Property:** All intellectual property rights in the materials produced by the College in the provision of the QNFMHS, will remain the property of or vest in the College.

**Warranties:** The College warrants to the Provider Organisation that the QNFMHS will be provided by the QNFMHS Team using all reasonable care and skill.

Except as provided above and so far as permitted by law, the College gives no other warranties of any kind whether express or implied in relation to the QNFMHS.

**Limitations:** Except in respect of death or personal injury caused by the College's negligence, the Company will not be liable to the Provider Organisation (or the Provider Organisation Staff) by reason of any representation or any implied warranty or condition, or any duty at common law or under the express terms of the Agreement, for any consequential loss or damage which arise out of the QNFMHS, and without prejudice to the generality of the foregoing, will have no liability to the Provider Organisation Staff or service users.

The aggregate liability (if any) of the College in respect of any single claim brought against it in respect of the QNFMHS shall in no circumstances be greater than the level of its professional indemnity insurance cover from time to time.

**Indemnity:** The Provider Organisation will indemnify the College and/or the QNFMHS Team and respectively keep each of them fully and effectively indemnified in respect of all or any costs, claims, liabilities, damages and expenses suffered or incurred by the College and/or the QNFMHS Team as a direct or indirect consequence of any breach by the Provider Organisation of any term of this Agreement and/or claim made by any third party in connection with the QNFMHS,

to include without limitation, any claim by any service user alleging damage as a result of any course of action taken by the Provider Organisation on the basis of advice given by College pursuant to the QNFMHS, and any claim for defamation brought by any Provider Organisation Staff.

**Cancellations:** Cancellation of QNFMHS will only be accepted by the College if received by the College in writing prior to it having commenced provision of QNFMHS. No refund will be given for services that withdraw during a subscription year because the project team will have been established at a certain level expecting the work to be provided. In other words, the manager would not be able to reduce staffing or associated project costs promptly when a service member withdraws.

**Appeals Procedure:** This is as set out in the document entitled "QNFMHS: Appeals Process".

**Force Majeure:** The College will not in any event be liable to the Provider Organisation or be deemed to be in breach of the Agreement by reason of any failure to perform the QNFMHS, if the failure was due to any cause beyond the College's reasonable control.

**Confidentiality:** Neither the College (and on behalf of the QNFMHS Team) nor the Provider Organisation (and on behalf of the Provider Organisation Staff) will disclose to any third party any confidential information belonging to the other or arising out of the provision by the College of the QNFMHS, except as otherwise expressly provided in the Agreement or as required by law.

**Suspension and Termination:** If the Provider Organisation commits any material or persistent breach of any term of the Agreement, at its sole option, the College will be entitled to suspend or terminate the provision of the QNFMHS.

In addition, if the Provider Organisation becomes insolvent, makes an arrangement with its creditors or has a receiver, administrative receiver or administrator appointed over all or any of its assets or enters into liquidation, then the College will be entitled to terminate the Agreement with immediate effect without prejudice to any other right or remedy of the College.

Upon termination of the Agreement at any time and without prejudice to any other right arising, any sums payable by the Provider Organisation to the College will become immediately payable and the Provider Organisation will return to the College all property, in whatever form, belonging to the College.

**Entire Agreement:** The Agreement comprises the entire agreement between the College and the Trust in relation to the QNFMHS and cannot be varied except by prior written agreement between the parties.

**Assignment:** The Provider Organisation will not be entitled to assign, transfer or sublicense the benefit of or any obligations under the Agreement.

**Notices:** Any notice which is required to be given under the Agreement will be duly served if sent by pre-paid first class letter addressed to the party to which it shall be sent at its last known address and shall be deemed to be delivered 2 days after posting.

**Insurance:** The Provider Organisation will effect and maintain an insurance policy with a reputable insurer in an amount approved in writing by the College in respect of its liabilities under the heading "Indemnity" in these Terms and Conditions, and at the request of the College from time to time, will make a copy of such policy available to the College.

**Miscellaneous:** The Provider Organisation acknowledges and confirms that the Provider Organisation Staff are and will remain agents of the Provider Organisation (and not of the College) and that its service users are and will remain service users of the Provider Organisation (and not of the College).

The College shall be entitled to use the data from QNFMHS in its contributions to reports and research papers from time to time provided that the identities of the Provider Organisation, the relevant clinic, the Provider Organisation Staff and service users will not be disclosed.

**Proper Law, Jurisdiction and Third Party Rights:** The Agreement will be governed by and construed in accordance with the provisions of English law and the parties irrevocably submit to the exclusive jurisdiction of the English Courts in relation to the Agreement and its subject matter.

The Agreement does not intend nor does confer on any third party any enforceable rights and the Contracts (Rights of Third Parties) Act 1999 will not apply.