



**GENERAL PRACTICE TASK FORCE (GPTF) Ltd
MEMORANDUM OF UNDERSTANDING (MOU)**

**Employers with Trainees undertaking the Advanced Clinical
Practice MSc Apprenticeship 2024/25**

Please return to sharon.bown1@nhs.net

Agreement:

This Memorandum of Understanding (MOU) dated **DATE OF WRITING** sets the terms and understanding between the following parties:

General Practice Task Force (GPTF) Limited [the Company]

And

[Insert Name of Party] [the Party]

This Memorandum of Understanding covers the period commencing on **ACTIVITY START DATE** and ceases on **ACTIVITY END DATE** or until one party gives notice to terminate this agreement in writing, see Clauses 4.2 and 4.3 on termination.

For this agreement General Practice Task Force (GPTF) Ltd will be referred to as the Company, NHS England – Midlands will be referred to as NHSE – Midlands, trainee Advanced Clinical Practitioner will be referred to as tACP and the Advanced Clinical Practice Masters will be referred to as ACP MSc.

1. Background:

General Practice Task Force (GPTF) has an established track record of successfully supporting Derbyshire General Practice and Primary Care through education, training, development and support since 2016.

GPTF articles of association state our company operates as a 'not for profit' entity. We are commissioned from our strategic partners such as Derby and Derbyshire ICB, NHS England and other bodies for the delivery of services, projects and programmes for and on behalf of, Derbyshire General Practice and Health Care Systems.

Finances are used for the sole purposes of delivering projects and programmes in healthcare for no profit. All funding is wholly utilised within commissioned programmes and the costs associated in providing those. Any residual funding or any bespoke costed work is re-invested back into programmes supporting general practice, benefitting staff whose roles are to support Derbyshire general practice, primary and healthcare services.

GPTF working with partners and stakeholders has recently increased its remit in 2023 to deliver the NHSE England (formerly HEE) Training Hub contract for Primary Care.

GPTF is bound to the funding availability and rules of any programme or project and if the funding is withdrawn, it may need to terminate this agreement.

2. Purpose:

Thank you for confirming you will be participating in the NHSE - Midlands ACP MSc Apprenticeship. This document will act as the agreement between the Company and the Party in respect of the enrolment of the tACP on the ACP MSc Apprenticeship for **MONTHS/YEARS** followed by a confirmed Advanced Clinical Practitioner (ACP) role in your practice. This MOU may be reviewed and updated, where necessary as the programme progresses.

3. Employment:

An Advanced Clinical Practitioner role will be available for the practitioner following completion of the ACP MSc Apprenticeship. By signing the MOU you are agreeing to employ the trainee. All employer and HR obligations are the responsibility of the Party named within this agreement.

4. Terms and Conditions:

4.1 Legal basis of this MOU.

Under UK law, an MOU is not a legally binding document. An MOU is a statement of serious intent, agreed voluntarily by equal partners, of the commitment, resources, and other considerations that each of the parties will bring. It has moral force but does not create legal obligations. Accordingly, this MOU is not intended to be contractually binding or to give rise to any other legally enforceable rights or obligations, nor does this document constitute an offer to purchase or to supply services or goods on the terms set out in this document or at all.

No Party shall be deemed to be an agent of any other Party and no Party shall hold itself out as having authority or power to bind any other Party in any way. Neither Party shall have any liability to the other Party for any future costs, funding or redundancy costs arising either from delivery of the services or by the termination of the MOU, whether by the passage of time or any earlier termination.

4.2 Duration, variation and termination.

This MOU shall become effective upon signature by the authorised officials from the Company and the Party and will remain in effect until either the end date or if modified by the Company or terminated by the Company or the Party in writing.

This agreement will automatically terminate upon the expiration of the Term stated or may be extended if the tACP has undertaken an interruption agreed with the Company and NHSE - Midlands. This MOU may only be modified by mutual consent from the Company and the Party.

If this MOU is terminated by either the Company or the Party, it will be expected to reimburse the Company with all outstanding funds or expenses relating to the initiative, project or programme. Any exceptional circumstances on repayment must be agreed by both parties to this MOU.

4.3 Breach and termination.

This Agreement may be terminated by notice in writing having immediate effect if any of the other parties hereto commits any material breach of its obligations under this Agreement.

Disengagement by the Party (no contact) or withdrawal from the initiative, project or programme will constitute as a breach and the contract will be terminated by the Company.

Any breach of the eligibility laid out in this agreement or those of the commissioner or any change or withdrawal of rules or funding may also result in this agreement being terminated.

The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination. The parties affirm to know, understand and agree to all articles of this MOU as negotiated together.

4.4 Issues, concerns, complaints and escalation.

GPTF (the Company) strives to deliver excellent services and are keen to hear any feedback to improve its services.

Should either party require any changes, or has any issues, concerns or complaints about any matter in this MOU, that party shall notify the other party in writing and the parties shall then seek to resolve the issue by a process of negotiation to decide on the appropriate course of action to take.

The Company may in its scope, escalate any issues or concerns in carrying out its duties as part of this agreement where it deems necessary in order to protect patients, public, staff or individual interests in consultation with the Board of Directors as appropriate.

Please see our website or write to ask for a copy of our Company complaints procedure.

4.5 Confidentiality, Data Privacy and Data Protection.

During this agreement and post termination, all parties engaged with the project, programme or initiative will comply with all applicable data protection legislation, including but not limited to the Data Protection Act 2018 and the General Data Protection Regulations (GDPR).

GPTF may store for the purposes of learning, training and support, personal data and information about the tACP such as name, job role, course enrolment and university information, place of work, funding information.

Data Protection and Privacy Notice can be found on the Company website or available on request. The Company Data Protection Officer is Paul Couldrey Couldrey@me.com or 07525 623939. You can also make a Subject Access Request to identify any data we hold about you by contacting the Company.

Data will be shared to the commissioner (NHSE – Midlands) and to other partners and stakeholders as necessary to evaluate and demonstrate activity of the ACP MSc Apprenticeship.

5. Funding:

The funding for the ACP MSc Apprenticeship is paid through the gifted levy which is arranged by the Training Hub and will be agreed on receipt of this signed MOU by both the employing practice and the tACP.

Should programme funding be cut by the commissioner for any reason, at any point within the scheduled plan, you will be notified. Whilst the Company will use its best endeavours to resolve any funding cessation issues, no liability for completion of any funding schedule will be accepted by the Company.

If supervision and assessment funding is provided to the employer and the tACP terminates or withdraws, the Company reserves the right as per termination clauses in Section 4.2 to claim any costs incurred.

If supervision and assessment funding is provided to the employer, the expectations of employers in return for this are:

- Supervision is provided by an appropriately trained supervisor. The expectation is that tACPs will have a minimum of 1 hour of supervision per week over the course of their training.
- There will be sufficient work-based learning opportunities to gain clinical competence at an advanced practice level.
- Appropriate advanced practice governance in place in line with [HEE's \(2017\) Multi-professional framework for advanced clinical practice in England](#).
- The provision of funding for supporting supervision will be evaluated, funded organisations will be asked for monitoring information as part of the evaluation process.

6. Joined Up Care Derbyshire (JUCD) ePortfolio Review Panels and Peer Support Forums:

The tACP will submit their JUCD advanced practice ePortfolio of evidence for review to the internal Derbyshire Community Health Services (DCHS) advancing practice panel at various stages throughout their training, the panels will provide feedback to the tACP regarding their level of evidence and to identify highlights and working points. The tACP will submit their JUCD ePortfolio to the Derbyshire Advancing Practice Capability and Academic Review of Progress (CARP) Panel for final sign-off at the end of their ACP MSc Apprenticeship.

Trainee practitioners that engage in this process and whose JUCD ePortfolio evidence that they have received appropriate supervision and undertaken workplace-based assessments (WPBAs) may receive additional supervision funding for their employing practice, depending on the funding available each year via the training hub.

The employing practice can use this funding to fund support through the Derbyshire Primary Care tACP training project hosted by DCHS.

As a tACP they will be expected to attend the Portfolio Support Forums that take place via Teams, dates and how to book are on the advancing practice webpage through this [link](#).

By entering into this agreement, the Party are confirming that:

- Funding is only for programmes of academic study in advanced clinical practice for staff who are already registered as nurses, midwives, pharmacists, or AHPs to train as an Advanced Clinical Practitioner (ACP) via an ACP MSc course. The expectation is that these practitioners have 5 years post graduate experience. Please note the funding cannot be used to support training for First Contact Practitioner (FCP) roles, such as those within the Additional Roles Reimbursement Scheme.
- The individual should be undergoing advanced practice training and education in line with the requirements of the HEE's (2017) [Multi-professional framework for advanced clinical practice in England](#), and follow their own profession/Regional framework where available.
- Appropriate workplace clinical support, supervision and assessment is to be provided by employers as required by the selected Health Education Institutes (HEI's) advanced clinical practice education programme and to support the tACP to develop a portfolio of evidence of capability against the appropriate framework. Further information is available on the [Advancing Practice](#) webpage.
- Suitable arrangements must be in place for supervision of tACPs by an appropriately trained supervisor in correspondence with the requirements of:
 - HEE's (2022) guidance for [Advanced practice workplace supervision: Minimum standards for supervision](#).
 - For further enhancing supervision and assessment of trainees, funded organisations should be implementing [HEE's \(2020\) guidance for Workplace Supervision for Advanced Clinical Practice: An integrated multi-professional approach for practitioner development](#). Supporting videos can be found on this link: [Workplace Supervision for Advanced Clinical Practice - supporting videos - Advanced Practice \(hee.nhs.uk\)](#)

- The employer must ensure that there is an appropriately qualified supervisor identified for each trainee ACP, ideally a practitioner who has completed the HEE Roadmap Supervision Course accessed via the Training Hub.
- An ACP training post will be provided throughout the trainee's education period which will provide them with the opportunity to develop the necessary capabilities across the four pillars of advanced practice.
- The employer should have in place a clear workforce development plan for the ACP role to demonstrate that it is one of the organisational priorities in line with their service requirements.
- The employer commits to providing a suitable learning environment for the tACP, in line with the requirements of the HEE Quality Framework and Training Hub quality assurance.
- Sufficient study leave should be provided to enable timetabled attendance at university to avoid ACP trainees having to take either unpaid leave or annual leave for university days.
- You are confirming that the expectations outlined in this MOU will be met for all trainees employed by your organisation who are undertaking the ACP MSc Apprenticeship.

Where these conditions are not met, funding may be discontinued and where there is a pattern within an employer of ACP trainees not being supported appropriately, ACP funding may be withdrawn from the employer. The provision of this funding for supporting ACP training will be evaluated and funded organisations will be asked for monitoring information as part of this planned evaluation process.

You must keep sharon.bown1@nhs.net at GPTF Ltd informed of any changes regarding your tACPs Apprenticeship student/s throughout the year, for example, trainees that leave or take a break during their programme of study.

Many thanks.

Please complete the form overleaf.

FOR COMPLETION BY THE PARTY	
The Party: Practice/PCN Name and address:	
The Party: Contact name and email:	
Party Authorised Signature: Date:	
Trainee ACP name:	
Trainee ACP email:	
Trainee ACP Signature: Date:	
Name of practice tACP Clinical Supervisor:	
Email address for practice tACP Clinical Supervisor:	
FOR COMPLETION BY GPTF	
Funding agreed for the Apprenticeship through the Gifted Levy (include credits and amount if less than 3 years):	£
ACP Project Manager name:	
ACP Project Manager signature:	
Date:	