

- (1) UCLPartners Limited
- (2) «Applicants_name» «Applicants_surname» (hereafter referred to as “NIA Fellow”)
- (3) «Employing_Organisation» (hereafter referred to as “Employing Organisation”)

Agreement

THIS DEED is made on

2023

BETWEEN:

- (1) UCL Partners Limited (registered number 06878225), whose registered office is at 3rd Floor, 170 Tottenham Court Road, London, W1T 7HA (“UCLPartners”); and
- (2) «Applicants_name» «Applicants_surname» of «Applicant_Postal_address», «Applicant_Town__City», «Applicant_Postcode__Zip_Code», «Applicant_Country» (“NIA Fellow”); and
- (3) «Employing_Organisation» of «Employer_Postal_address», «Employer_Town__City», «Employer_Postcode__Zip_Code», «Employer_Country» (“Employing Organisation”).

RECITALS:

- (A) UCLPartners is acting as the co-ordinator of the NHS Innovation Accelerator Programme (as hereinafter defined).
- (B) The NIA Fellow successfully applied for a Fellowship with the said NHS Innovation Accelerator Programme (“NIA”).

OPERATIVE CLAUSES

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- | | |
|---------------------------------------|---|
| “Bribery Act” | the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation. |
| “Commencement Date” | 1 April 2023 |
| “Intellectual Property Rights” | all patents, trademarks, database rights, copyrights, and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term

and any renewals and extensions. |
| “Know-How” | information, data, know-how or experience whether |

patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

“NHS Innovation Accelerator Programme (NIA)”

means the programme described in Part A of **Schedule 1** hereto.

“Prohibited Act”

means:

committing any offence:

- (i) under the Bribery Act;
- (ii) under legislation creating offences in respect of fraudulent acts; or
- (iii) at common law in respect of fraudulent acts in relation to this Agreement.

“Project”

the project described in Part B of **Schedule 1**.

1. UCLPARTNERS’ OBLIGATIONS

1.1 UCLPartners, via the NIA, commits, subject to the other parties’ strict compliance with the terms of this Agreement, to provide a range of tailored support with the aim of widening the impact of the NIA Fellow’s innovation to benefit more people’s lives and to share learnings with others. In support of the main goals of the NIA, UCLPartners will use its reasonable endeavours to offer the NIA Fellow specific elements of support delivered via the NIA, including:

1.1.1 support from an experienced team of mentors, tailored to meet the specific requirements of the NIA Fellow as identified during an initial needs analysis;

1.1.2 support and advice on a range of issues, areas and topics relevant to the NIA Fellow and their innovation;

1.1.3 an opportunity to promote and disseminate their work and learning through relevant websites, newsletters, national and international learning events, relevant publications and workshops;

- 1.2 For the avoidance of doubt the NIA Programme, UCLPartners' role in it and any related funding is explicitly not designed to:
 - 1.2.1 offer any preferred supplier status to the NIA Fellow or the Employing Organisation through access, funding, information or other advice or benefits;
 - 1.2.2 provide any guarantees or commitments to the NIA Fellow or the Employing Organisation as to future take-up by the NHS of their innovations, products or services; or
 - 1.2.3 offer funding support to the NIA Fellow or the Employing Organisation for the development of products or other services, other than in accordance with the specific objectives of the NIA Programme.
- 1.3 The NIA Fellow has sole responsibility for designing and delivering their innovation under the Project, including financial management and maintaining the highest administrative standards and reputational probity;
- 1.4 The NIA Fellow or the Employing Organisation will own any equipment purchased by them in connection with the Project and they will be responsible for any ongoing maintenance and insurance of any such equipment;
- 1.5 The NIA Fellow or the Employing Organisation shall be responsible for all their own taxes and imposts in respect of any funding provided and shall indemnify UCLPartners on demand in full against all or any claims made against UCLPartners for tax on any Payments.

2. MONITORING AND REPORTING AND NIA FELLOW'S OBLIGATIONS

- 2.1 The NIA Fellow shall closely monitor the delivery and success of the Project throughout the three years of the NIA Programme to ensure that the aims and objectives of the Project are being met and that the relevant obligations under this Agreement are being adhered to;
- 2.2 Throughout the term of the Agreement, the NIA Fellow shall behave in an open and collaborative fashion consistent with the ongoing focus on the delivery of the main aims of the NIA Programme and in compliance with NIA Code of Conduct (Appendix A), in particular:
- 2.2.1 benefitting NHS patients and the UK population; and
 - 2.2.2 creating the conditions and cultural change necessary to enable the NHS to adopt innovations more quickly and on a greater scale; and
 - 2.2.3 building and being an exemplar of working in partnership across a broad range of stakeholders, whilst seeking to understand and respecting others' perspectives; and
 - 2.2.4 actively contributing to the establishment of a cohesive, effective network of NIA Fellows; and
 - 2.2.5 taking personal accountability for learning and development, including being responsive to constructive challenge and feedback; and
 - 2.2.6 sharing learning openly, widely and proactively to thereby help develop and strengthen the skills and experiences of others and the future value of the NIA Programme.
- 2.3 The NIA Fellow, with the Employing Organisation's support, shall commit an average of two days per week over the term of this Agreement and thereby contribute to:
- 2.3.1 participation in an ongoing tailored learning programme and attendance at each of the quarterly NIA Programme review meetings organised by UCLPartners, via the NIA; and
 - 2.3.2 demonstration of progress in diffusing their innovation in the NHS; and
 - 2.3.3 contribution to evaluation of the NIA Programme and its aims; and
 - 2.3.4 a willingness to share information and learnings in an open, public and transparent manner.
- 2.4 The NIA Fellow will be required to attend a series of learning events and symposiums specified by UCLPartners as part of the NIA.

- 2.5 The NIA Fellow shall present the findings and results of the Project at the 2023 Intake NIA Summit as notified to the NIA Fellow by UCLPartners.
- 2.6 The NIA Fellow or the Employing Organisation shall permit any person authorised by UCLPartners such reasonable access to their employees (if any), agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the NIA Fellow or the Employing Organisation's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 2.7 The NIA Fellow and the Employing Organisation acknowledge that the NIA Programme (as defined in **Schedule 1**) is being delivered and overseen by UCLPartners and accordingly at the request of UCLPartners then the NIA Fellow and the Employing Organisation shall undertake such reasonable actions and provide such reasonable support as UCLPartners specify.

3. ACKNOWLEDGMENT AND PUBLICITY

- 3.1 Neither the NIA Fellow or the Employing Organisation shall publish any material referring to the NIA Programme or UCLPartners without the prior written agreement of UCLPartners, via the NIA. The NIA Fellow and the Employing Organisation shall acknowledge, in a form approved by UCLPartners, via the NIA, the support of the NIA Programme in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- 3.2 The NIA Fellow agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by UCLPartners.
- 3.3 UCLPartners may acknowledge the NIA Fellow or the Employing Organisation's involvement in the Project as appropriate without prior notice.
- 3.4 UCLPartners or its appointed representatives may publish any details of the NIA Programme and/or Project and make further press or other public announcements, or release in any form any marketing or other publicity materials or releases, whether in written or oral form, relating to the NIA Programme and/or Project, its participants, results or data.
- 3.5 If the NIA Fellow or the Employing Organisation wishes to make any press or other public announcements, or release in any form any marketing or other publicity materials or releases, whether in written or oral form, relating to the NIA Programme and/or Project and their participation (the 'Publicity Material'), the NIA Fellow or, if applicable, the Employing Organisation must obtain the prior written consent of UCLPartners, via the NIA, in accordance with the process set out in clause 3.6 below, which will include approval of the form and content of any announcement and then the release, or otherwise, of the Publicity Material.

- 3.6 To obtain the approval of UCLPartners described above, the NIA Fellow or the Employing Organisation, as applicable, must no less than 5 working days before the proposed use of the Publicity Material submit in writing all drafts of the Publicity Material to UCLPartners, via the NIA. Following receipt of the Publicity Material, UCLPartners will have up to a further 5 working days in which to either approve the Publicity Material or withhold its approval, such approval not to be unreasonably withheld.
- 3.7 It shall be a material breach and UCLPartners may terminate this Agreement forthwith if it becomes aware the NIA Fellow or, as applicable, the Employing Organisation has released any Publicity Material in contravention of this clause.
- 3.8 This clause will survive termination of the Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 UCLPartners, the NIA Fellow and the Employing Organisation agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by any of UCLPartners, the Employing Organisation and NIA Fellow before the Commencement Date or developed by any party during the NIA Programme, shall remain the property of that party.
- 4.2 Any Intellectual Property Rights relating directly to the development and creation of NIA Programme learning materials or related processes or more general innovation diffusion methods or techniques within or as a direct consequence of the NIA Programme, will be owned by UCLPartners.
- 4.3 Responsibility for patenting and licensing any Intellectual Property Rights arising from the NIA Programme, and ensuring that any other third party rights are protected and not breached or infringed in their use, remains with the party owning it.
- 4.4 Where UCLPartners has provided the NIA Fellow or the Employing Organisation with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Employing Organisation and NIA Fellow shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by UCLPartners.
- 4.5 The NIA Fellow shall be entitled to hold him or herself out as an NIA Fellow using guidelines approved by UCLPartners from time to time.
- 4.6 The NIA Programme is neither sponsoring specific innovations, nor in any way offering preferred innovation or supplier status to any individual, employer or organisation, nor opening up any distribution channels not otherwise available to other providers of similar

services or products to the NHS. The NIA Fellow or the Employing Organisation shall at any time hold this out to be the case; if they do not hold this out to be the case, then that would be treated as a material breach of this Agreement.

5. CONFIDENTIALITY

- 5.1 Each party shall during the term of this Agreement and thereafter keep confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement, is required to be disclosed by law Court Order or regulation or save as expressly authorised in writing by the other parties.
- 5.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- 5.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- 5.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- 5.2.3 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

6. DATA PROTECTION

The NIA Fellow shall and the Employing Organisation shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with the Data Protection Act 1998, EU legislation and all applicable laws and regulations (as amended from time to time).

7. SUSPENDING AND WITHDRAWING FELLOWSHIP PLACES

- 7.1 Without prejudice to UCLPartners' other rights and remedies, UCLPartners may at its discretion suspend or withdraw the place of the Fellow on the NIA programme and at its discretion terminate this Agreement by notice to that effect if:
- 7.1.1 the NIA Fellow or the Employing Organisation undertake activities that are likely in the opinion of UCLPartners to or do bring the reputation of the Project or UCLPartners into disrepute;

- 7.1.2 the NIA Fellow or the Employing Organisation commits or committed a Prohibited Act or breaches the Equality Act 2010, the Data Protection Act 1998 or the Data Protection Act 2018;
- 7.1.3 the Employing Organisation ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for a bona fide and solvent reconstruction or amalgamation);
- 7.1.4 the Employing Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 7.1.5 the Employing Organisation ceases to have an arrangement with the NIA Fellow; or
- 7.1.6 there is a change in control of the Employing Organisation within the meaning of section 1124 of the Corporation Tax Act 2010 (or any successor thereto) which may mean that the Employing Organisation is unlikely to be able to meet its obligations under this Agreement or which risks bringing the NIA Programme (as defined in Schedule 1) into disrepute; or
- 7.1.7 the NIA Fellow or the Employing Organisation is convicted (or any of its officers or representatives are convicted) of a criminal offence related to professional conduct; or
- 7.1.8 the NIA Fellow commits an act of grave misconduct; or
- 7.1.9 the NIA Fellow or Employing Organisation fails (or any of its officers or representatives fail) to fulfil their obligations relating to payment of taxes; or
- 7.1.10 the Employing Organisation or NIA Fellow fails to comply with any of the terms and conditions set out in this Agreement and if capable of remedy and not a material breach fails to rectify any such failure within 14 days of receiving written notice detailing the failure;
- 7.2 The Employing Organisation shall make any prior agreed payments due to UCLPartners without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise;
- 7.3 In the event this Agreement is terminated by UCLPartners under clause 7.1 above then UCLPartners shall have no further liability to either the Employing Organisation or the NIA Fellow;
- 7.4 On termination of this Agreement for any reason:

- 7.4.1 each of the NIA Fellow and the Employing Organisation will, if requested by UCLPartners, return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to UCLPartners; and
- 7.4.2 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination will not be affected or prejudiced.

8. LIMITATION OF LIABILITY

- 8.1 UCLPartners accepts no liability for any consequences, whether direct or indirect, that may come about from the NIA Fellow or the Employing Organisation running the Project. The NIA Fellow and the Employing Organisation shall indemnify and hold harmless UCLPartners, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the NIA Fellow or the Employing Organisation in relation to the Project, the non-fulfilment of obligations of the NIA Fellow or the Employing Organisation under this Agreement or its obligations to third parties;
- 8.2 Nothing in the Contract will exclude the liability by the parties to each other:
 - 8.2.1 for death or personal injury caused by another party's negligence;
 - 8.2.2 for fraud or fraudulent misrepresentation; or
 - 8.2.3 to the extent that such liability cannot be limited or excluded by law
- 8.3 No party will be liable to the others whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, loss of anticipated savings, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

9. WARRANTIES

- 9.1 The NIA Fellow warrants, undertakes and agrees that he or she:
 - 9.1.1 has all necessary resources and expertise to deliver the Project;
 - 9.1.2 that the application made to UCLPartners leading to this Agreement is true and accurate and achievable by the NIA Fellow and all financial and other information concerning the NIA Fellow which has been disclosed to UCLPartners is to the best of their knowledge and belief, true and accurate;

- 9.1.3 has not committed, nor shall it commit, any Prohibited Act;
- 9.1.4 shall comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify UCLPartners immediately of any significant departure from such legislation, codes or recommendations;
- 9.1.5 shall avoid any conflicts of interest;
- 9.1.6 is not subject to any contractual or other restriction imposed on him or her which may prevent or materially impede him or her from meeting its obligations;
- 9.1.7 is not aware of anything in his or her own affairs, which he or she has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the offer of a Fellowship place on the NIA programme on the terms contained in this Agreement.
- 9.2 The Employing Organisation warrants, undertakes and agrees that:
 - 9.2.1 it has all necessary resources and expertise to meet its obligations under this Agreement;
 - 9.2.2 it has not committed, nor shall it commit, any Prohibited Act;
 - 9.2.3 it shall at all times comply with all relevant legislation;
 - 9.2.4 all financial and other information concerning the Employing Organisation which has been disclosed to UCLPartners is to the best of its knowledge and belief, true and accurate;
 - 9.2.5 it is not aware of anything in its own affairs, which it has not disclosed to UCLPartners which might reasonably have influenced the decision of UCLPartners to make the terms contained in this Agreement.

10. DURATION

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

11. ASSIGNMENT

Neither the NIA Fellow or the Employing Organisation shall, without the prior written consent of UCLPartners, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project.

12. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

13. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, mailed (first class postage prepaid) or emailed to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the third working day following such mailing.

14. DISPUTE RESOLUTION

14.1 In the event of any complaint or dispute (which does not relate to UCLPartners right to withhold funds or terminate) arising between the parties in relation to this Agreement the matter should first be referred for resolution to the NIA National Director or NIA National Programme Director. Any matters that are unable to be resolved by NIA National Director or NIA National Programme Director will be referred to the Chief Executive Officer of UCLPartners or any other individual nominated by UCLPartners if necessary.

14.2 Should the complaint or dispute remain unresolved within 28 days of the matter first being referred to the aforementioned individuals, the Chief Executive Officer of UCLPartners or other nominated individuals, any party may use any other means of resolving a dispute permitted under this Agreement.

15. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any new partnership or joint venture between UCLPartners, the NIA Fellow and the Employing Organisation, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party or parties.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

17. VARIATION

No amendment or variation to this Agreement will be effective unless in writing and signed by or on behalf of each of the parties hereto.

18. ASSIGNMENT AND SUBCONTRACTING

Neither the NIA Fellow nor the Employing Organisation will, without the prior written consent of UCLPartners, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the rights or obligations under this Agreement.

19. COSTS

Each party will be responsible for its own costs and expenses in connection with the negotiation, execution and enforcement of this Agreement.

20. FORCE MAJEURE

The parties will have no liability to each other under this Agreement if any party is prevented from or delayed in performing its obligations, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the NIA Fellow, the workforce of UCLPartners, the workforce of the Employing Organisation or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that each party is notified of such an event and its expected duration.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1

PART A

- The NIA Programme aims to contribute to the delivery of a commitment made in the NHS Five Year Forward View to create the conditions and cultural change necessary for proven innovations to be adopted faster and more systematically by the NHS and thereby to deliver examples into practice for demonstrable patient and population benefit.
- The NIA Programme will inter alia support up to 24 NIA Fellows in 2023 (of which the NIA Fellow herein is one) each with the right values and passion for taking forward high-impact innovations to benefit more people, to generate and then publicly share system-wide learnings, and to help increase the scale and pace of diffusion of innovations for patients now and in the future.
- The NIA Programme is not aiming per se to identify best-in-world innovations but to offer specific support to a selected number of NIA Fellows who have met a rigorous selection process and in return for NIA Fellows to commit to then share their learning publicly, widely and openly with others for patient and population benefit.

PART B

[DESCRIPTION OF PROJECT TO BE CARRIED OUT BY NIA FELLOW AS DETAILED IN THE APPLICATION TO THE PROGRAMME]

«Innovation_Pitch»

EXECUTED as a DEED

By **UCLPartners Limited**

UCLPartners' Signatory's Signature:

Authorised Signatory's Full Name:

EXECUTED as a DEED

By «**Applicants_name**» «**Applicants_surname**»

Applicant's Signature:

EXECUTED as a DEED

by «**Employing_Organisation**» acting by and under the
signatures of:

Employing Organisation Signatory's Signature:

Authorised Signatory's Full Name:

DRAFT

APPENDIX A

NHS Innovation Accelerator Code of Conduct

About the NHS Innovation Accelerator

The NHS Innovation Accelerator (NIA) is an NHS England and NHS Improvement initiative delivered in partnership with the Academic Health Science Networks, hosted at UCLPartners. The programme is part of the Accelerated Access Collaborative (AAC) which brings together industry, government, regulators, patients and the NHS to remove barriers and accelerate the introduction of new ground-breaking treatments and diagnostics which have the potential to transform care. To date it has supported 82 Fellows representing 85 evidence-based innovations to increase their uptake across the NHS.

The NIA offers bespoke support to both the personal development of the NIA Fellows and to their innovations; it also offers branding and promotional opportunities to the NIA alumni. The majority of this support is provided on a voluntary basis. The range and variety of the support on offer is dependent on being able to demonstrate both progress but also to maintain positive and constructive working relationships.

Additionally, each NIA Fellow carries the NIA brand and reputation on behalf of the other Fellows and alumni who are also part of the NIA. Therefore, any reputational risk threatens not only the individual themselves but also other NIA Fellows, partners and collaborators.

Scope

This Code of Conduct relates to individual NHS Innovation Accelerator Fellows whether in their first, second or third year (henceforth referred to as a “Fellow”) and other staff within an NIA Fellow’s employing organisation who are representing an NIA innovation in the NHS and wider care system in England (henceforth referred to as “work colleagues”). It also applies to the NIA Alumni and their work colleagues who are still able to utilise the NIA logo and who are featured on the NIA website.

The individuals detailed in the above paragraph will henceforth be referred to as “NIA Fellows”.

Purpose

This Code of Conduct sets out principles for how the NIA Fellows, as defined in the Scope, are expected to behave as part of the NHS Innovation Accelerator.

Concerns that arise where it is felt an individual has not acted in accordance with the Code of Conduct will be referred to the NIA Programme Board for a decision. Ultimately it might be decided that an individual is removed from the NIA.

NIA Fellow responsibilities

Throughout their Fellowship, NIA Fellows commit to act in an open and collaborative manner, reflecting the NIA values of partnership and effective communications.

NIA Fellows must not bring the NIA (nor its partners) into disrepute by acting in a manner that could threaten the integrity of the NIA. This includes Fellows refraining from any illegal, dishonest or unethical conduct at all times, not just when they are operating as an NIA Fellow. NIA Fellows are expected at all times to:

- Act in good faith, with honesty and integrity
- Act in accordance with the [seven principles of public life](#)
- Consider their audience at all times and how best to influence positively to achieve a desired outcome
- Treat others equally, with dignity, fairness and respect both in conversation and all communications (including via social media)
- Meet the general duties of the [Public Sector Equality Duty \(PSED\)](#)
- Take personal responsibility for adhering to this Code of Conduct
- Refrain from making damaging remarks about the NIA or its partners on public platforms

Support available to NIA Fellows

Where a Fellow is experiencing issues or concerns when engaging individuals or organisations in efforts to scale their innovation, the NIA core team is available to act as a sounding board, to provide feedback, and to help the Fellow constructively manage any frustrations. The team can assist with messaging and communications content to ensure each Fellow can effectively engage and influence change.

Process where concerns are raised

Concerns as to the conduct of NIA Fellows can be raised from any source, including:

- NIA Fellows, mentors, patient representatives or core team members
- An employee of one of the NIA partner organisations
- An employee of a health or social care organisation
- A member of the public

Any concerns raised will be reviewed initially by the NIA Director or NIA Deputy Director. The response will be proportionate to the concern raised and may include assigning a member of the NIA Core Team to review any written communications and to undertake interviews with all affected parties. Concerns raised will be considered with regards to how a Fellow's conduct has been received in addition to its original intention. For steps 2 – 3, a confidential report will be produced on the review findings and kept on file.

On receipt of the investigation, the NIA Director or Deputy Director will observe the following steps:

1. Where a minor breach or concern is highlighted, this will be discussed directly and in confidence, with the Fellow by the NIA Director or Deputy Director. If an immediate resolution cannot be agreed, it will be escalated to step two.
2. Where a serious breach is identified that threatens the reputation of the NIA, this will be escalated to the accountable AHSN Chief Officer (UCLPartners, as host organisation for the NIA), who will seek to determine a resolution and will advise whether the issue should be escalated to the NIA Programme Board/ step three.
3. Where a major concern is identified that threatens the reputation of the NIA, or where a concern has not been resolved at step two, this will be escalated to the NIA programme Board. Ultimately, a final decision as to whether the Fellow can remain on the NIA will be taken at the NIA Programme Board. In the event that an individual is no longer able to remain with the NIA, all information about them and their innovation will be removed from the NIA website and NIA brochure. The Fellow's organisation will not be offered the opportunity to apply with a replacement Fellow. The Fellow will be required to cease the use of the NIA branding and to refrain from referring to any association with the NIA in all communications.

Where this process is activated, the affected Fellow will be kept informed as to the stage of the process and the outcome.

Sources used:

- <https://www.hcpc-uk.org/globalassets/about-us/who-we-are/partners/policies/code-of-conduct---partner.pdf>
- The Nolan Principles: <https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>