



**Invitation to Tender for:**

**Understanding the role of exercise professionals in  
the delivery of the NHS long term plan within AHP  
services in England**

**Practice & Development  
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## 1. Brief to tender for understanding the role of exercise professionals

*The Chartered Society of Physiotherapy is the UK's professional, educational and trade union body. We have more than 59,000 members, including chartered physiotherapists, physiotherapy students and support workers.*

In March 2020 the CSP were successful in securing a bid to deliver one project of a suite of three commissioned by Health Education England (HEE).

All three projects intend to progress how the Allied Health Professions (AHPs) optimise and evolve the use of the non-registered AHP support workforce, and the wider workforce of exercise professionals in NHS commissioned services. This is in the context of achieving the ambitions for AHPs as set out in the NHS Long term Plan for England.

This project (project 3) sets out to explore the use of exercise professionals in AHP services and seeks to understand their current and potential role in AHP NHS commissioned services.

This paper gives detail on background, needs and aims of the work, and outlines the tender process.

## 2. Submission Process

The CSP invites interested parties to submit a proposal for this commission by emailing [fordhamc@csp.org.uk](mailto:fordhamc@csp.org.uk) by **27<sup>th</sup> July 2020**. This very short time period for submission is due to the imperative to start this project as soon as possible.

The submission should also include the **confidentiality agreement attached in Appendix 1, signed with an electronic signature.**

Return to the following:

Email:

[fordhamc@csp.org.uk](mailto:fordhamc@csp.org.uk)

Following shortlisting, successful teams will be asked to attend an interview via Zoom

Interviews are expected to take place week commencing **3rd August 2020**

### 3. Background

#### 3.1. Introduction

The NHS Long Term Plan (LTP) and Interim People's Plan both highlight the importance of the entire workforce and the value for people and services of the full spectrum of skill mix within teams. This requires a modern, progressive and responsive position which supports services to develop the modernised, appropriately blended support roles required within systems to meet population needs, whilst ensuring effective, skilled roles and translation routes into pre-registration programmes.

Many of the Allied Health Professions have a long history of developing a robust and very valued support workforce both within and across the professions. This offers a firm foundation upon which to further build the future workforce. Despite this track record the Health Foundation (2018) has noted that the growth in support roles amongst AHPs has been slower than other occupations. Furthermore, data from the Model Hospital shows significant, potentially unwarranted, variation in the percentage of support to regulated workforce.

The demand modelling for the AHP workforce shows that the registered AHP workforce alone will not meet the growth required to deliver on Long Term Plan commitments. Therefore, action is required to continue to develop and scale safe and effective support roles. AHPs into Action <https://www.england.nhs.uk/wp-content/uploads/2017/01/ahp-action-transform-hlth.pdf> provides the mandate to progress this work.

Within some services, such as podiatry and physiotherapy there are additional members of the wider workforce, not traditionally viewed as NHS employed, who could offer significant contribution to patient care and service delivery. This includes foot health practitioners and sports and exercise professionals. Work to support a wider view of the available workforce will require individual attention to optimise the opportunity, a balance will need to be struck between developing new innovative supply routes for pre-registration education, whilst valuing the support and wider workforce for the significant contribution made.

To progress this agenda HEE have commissioned the following projects:

**Project 1.** Development of an enabling education and career framework for the AHP support workforce.

**Project 2.** Understanding the current support workforce and development of an implementation toolkit

**Project 3.** Understanding the role of exercise professionals in the delivery of the long term plan within AHP services

The CSP have been commissioned to deliver project 3 and seek a contractor to undertake the work.

#### 4. Tender Objectives

The CSP's objectives for this tender process are to:

4.1. Secure a provider who has:

**Experience of working with:**

- AHP services across settings and specialities
- AHP system leaders, professional bodies and AHP practitioners
- Exercise industry professional bodies
- Exercise professionals

**Can demonstrate an in depth knowledge and understanding of:**

- Registered and non-registered AHP education provision
- Education provision for sports and exercise professionals including vocational qualifications
- NHS commissioning processes
- Service mapping
- Conducting stakeholder engagement and networking activity
- Qualitative data collection and analysis
- Case study development
- Delivering robust reports
- Developing toolkits for implementing quality improvement initiatives in healthcare settings

4.2. Seek value and innovation from the market for the CSP.

4.3. Appoint a contractor who will provide high standards of professional service.

4.4. Appoint a contractor who will provide excellent value for money

4.5. Appoint a contractor who is willing to work collaboratively with the CSP and its stakeholders.

4.6. Appoint a contractor who can work sensitively in professional arenas where issues may be contentious

4.7. Ensure the appointed contractor is in place in readiness for delivery August 2020 – January 2021

## 5. Tender and Scope Overview

This document briefly describes the CSP requirements and the tendering process to be followed. It also sets out details on the form and content of the bids, which are required, the proposed timetable, and other administrative arrangements for the tendering process. The maximum amount available for undertaking the contracted activity is **£36,000 Inc. VAT**. A full breakdown of costs relating to the bid is required as part of the tender process.

Please contact [fordhamc@csp.org.uk](mailto:fordhamc@csp.org.uk) if you are in any doubt as to what is required.

### 5.1. Core requirements of Tender

The bid would need to address how it could meet the objectives, outputs and outcomes of the project: Understanding the role of exercise professionals in the delivery of the long term plan within AHP services

#### 5.1.1. Objectives

- To review the current landscape, drawing on the evidence for exercise interventions for multiple populations in order to establish how current UK practice related to clinical exercise prescription is delivered as part of a healthcare pathway.
- To establish the range of workforces commissioned (or similar) to deliver this in England and at which points in the patient pathway.
- To develop a compelling introductory narrative and context of the case for change, and the subsequent opportunity to expand the scope of some AHP support worker roles. This is in order to capitalise on the expertise and autonomy of individuals who either have a background in sports and exercise or a willingness to develop this expertise in order to enhance the AHP offer in NHS commissioned services.
- To develop a network of expert partners with whom to engage and consult.
- To use the expert partners network to undertake focus groups and semi-structured interviews in order to establish key emergent themes pertaining to:
  - existing working practices, qualifications, capabilities and competencies of support workers who have a background in the sports an exercise field or who hold vocational exercise qualifications and are working in NHS commissioned services and other sectors. Illustrative case studies will be used to identify disparities in scope of practice and provision
  - gaps in historic AHP service provision which could, under the appropriate governance arrangements be met by support workers with a background as an exercise professional or, for those who are provided with targeted education and development in this field. This will include identifying the potential for these individuals to work at a higher level and with a wider scope of practice.
  - key similarities and differences in the relative curricular that support knowledge and skill development in core areas of AHP support worker education (through the level 2,3 and 5 apprenticeship routes) and that of sports and exercise professionals
  - attitudes and beliefs around multi-professional working practices between core groups and a consensus on how to harness opportunity and manage change

*In the context of the on-going COVID 19 pandemic we anticipate this will be a wholly remote exercise*

- To link with projects 1&2 of the HEE suite to share insight and explore how individuals with a background in sports and exercise and who aspire to the regulated healthcare professions might map themselves to an education and career framework for AHP support workers and routes for progression.

- To capture a range of case examples where some exercise professionals are working successfully as part of an AHP pathway in a range of settings and in a variety of roles. Case examples will specifically highlight:
  - the training, qualifications, capabilities and competencies of the individuals involved
  - patient, service and system impact, governance arrangements and learning points for implementation
  - the perceived barriers to embedding similar roles; a new career trajectory for AHP support workers and thereby an enhanced AHP offer across AHP NHS commissioned services in England
- To outline the scope of potential roles, new ways of working and governance arrangements.

### 5.1.2. Outputs

- A report which will outline where there is an evidence based case for change
- A report which summarises emergent themes from field work- proposing opportunities for change and addressing potential barriers and challenges
- A report using additional insight from projects 1&2 which will outline:
  - any identified need for a programme of upskilling for exercise professionals to work successfully in AHP pathways and progression into regulated professions, and how this might be achieved through the apprenticeship routes
  - any identified need for a programme to formally enable AHP support workers to obtain accredited exercise qualifications as a mean to work in expanded roles and with enhanced career progression opportunity
- A workforce evaluation and state of readiness toolkit for AHP NHS commissioned services
- A presentation pack of illustrative case examples (with associated creative), developed with support from and in collaboration with CSP departments
- A report detailing a proposed communications campaign including recommendations for the development of specific assets e.g. video content of case examples

### 5.1.3. Outcomes

- The CSP and HEE have an understanding of:
  - how exercise professionals are currently utilised in NHS AHP commissioned services
  - the potential to enhance patient outcomes, patient experience and service productivity using individuals with sports and exercise expertise in NHS AHP commissioned services in expanded support worker roles in addition to and not instead of AHPs
  - the opportunities, barriers and challenges to embedding individuals with sports and exercise expertise in NHS AHP commissioned services in expanded support worker roles in addition to and not instead of AHPs
  - any programme of upskilling required for exercise professionals to work safely and effectively in NHS AHP commissioned services
  - any programme required to formally enable AHP support workers to obtain accredited exercise qualifications as a mean to work in expanded roles and with enhanced career progression opportunities
  - governance arrangements required to enable individuals in expanded roles to work optimally in AHP NHS commissioned services

- The AHP NHS workforce are clear about the role of individuals with expertise in sports and exercise in their services and the contribution of expanded support worker roles to the delivery of the NHS LTP
- AHP NHS commissioned services can undertake a self-assessment to understand where the development of additional roles with expanded scope might enhance their patient pathways and improve service productivity
- Leaders in AHP NHS commissioned services are empowered and enabled to develop local cases for change and investment



## 6. Tender Specifics

### 6.1. Programme Timescale

Contract award	<b>August 2020</b>
Delivery	<p><b>September 2020</b></p> <p>Summary report of findings from a review of the exercise professional landscape</p> <p><b>November 2020</b></p> <p>Summary report of emergent themes from data</p> <p><b>December 2020</b></p> <p>Scoping report of knowledge/kills and education findings Illustrative case examples developed</p> <p><b>January 2021</b></p> <p>Final report of findings, delivery of toolkit, presentation pack and communications recommendations</p>
Reporting	Ongoing

### 6.2. Milestones for delivery

Months	Deliverables
1&2	<p>Exploration of complementary and overlapping areas of work with the leads of projects 1 and 2 of this suite</p> <p>Key stakeholders identified – introductory and exploratory conversations conducted</p> <p>Summary report of findings from a review of the exercise professional landscape</p> <p>Development of key questions to inform scoping - developed in collaboration with HEE national AHP programme leads and leads of projects 1&amp; 2</p> <p>regional/ national stakeholder events planned, booked and invitations circulated</p> <p>1:1 semi structured interviews invitations circulated</p>
3&4	<p>regional stakeholder engagement meetings delivered and summary report of findings produced</p> <p>1:1 semi structured interviews</p>

5	<p>1:1 semi structured interviews</p> <p>Scoping report on knowledge/skill education findings complete</p> <p>Draft findings shared with project leads 1&amp;2 and HEE national AHP programme team</p> <p>Identified case studies developed with associated creative</p>
6	<p>Testing of findings and subsequent proposals for final report and suite of resources with stakeholder groups through additional engagement events</p> <p>Finalisation of report, toolkit, presentation pack and outline of a communications campaign to support implementation</p>

### 6.3. Governance

The CSP will put arrangements in place to ensure both due governance of the project and input to the progression of activity. Summarised as follows:

The CSP is putting a small, in-house project team in place (a project manager and administrator) whose principal roles will be as follows:

- To manage the contract for the commissioned work, including remuneration arrangements against completion of activities to schedule
- To manage day-to-day contact with the contractor, including reviews of progress, providing feedback on draft materials, and clarifying arrangements for reporting and presentations to relevant CSP groups /other member and stakeholder groups
- To co-ordinate the supply of background information/related guidance to the contractor to facilitate the progression of activity
- To promote the project and its outcomes and outputs

The CSP will *not* provide the following to the contractor:

- Direct administrative support
- Literature-searching and supply
- Technical support or the provision of resources
- Remuneration of any other costs out

### 6.3. Contract Duration

The contract will be for awarded for 6 months, subject to satisfactory performance and agreement of fees.

### 6.4. Other Requirements

None of the tender document formats and wording may be altered by the Tenderer. Any modification that the Tenderer may consider necessary is to be detailed in a separate covering letter accompanying the tender.

Tenderers are responsible for ensuring that they have completed the tender fully and accurately and that prices quoted are arithmetically correct. Any amendments/corrections made by the Tenderer on their bid should be initialled by them.

#### **6.5. Receipt of Tenders**

The bids must be received by the CSP, at the address shown above, no later than 17.00 on 27<sup>th</sup> July 2020. Those received before that date will be retained, unopened, until then. Please ensure that your tender is delivered no later than the appointed time on the due date as bids submitted after this time will not be considered.

#### **6.6. Acceptance of Tenders**

By issuing this invitation, the CSP does not bind itself to accept any tender. It also reserves the right not to award a contract or to offer more than one contract.

#### **6.7. Costs of Bidding**

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their bids and the CSP bears no responsibility or liability for those costs, regardless of the outcome in relation to individual bids.

#### **6.8. Bid Prices**

The CSP expects that the prices/rates quoted for the services shall be fixed for the duration of the contract and not subject to any variation unless such is called for in the tender documents.

#### **6.9. Conflict of Interest**

Bidders for any service where a conflict of interest may exist or arise must inform the CSP and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to result in bias in the execution of the service.

#### **6.10. Documentation**

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Invitation to Tender documents and check they are complete in all respects. Tenderers are requested to answer all the questions raised in the tender document and in the order laid out.

#### **6.11. Agreement**

You are further advised that nothing herein or in any other communication made between the CSP and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between the CSP and any other party (save for a formal award of contract made in writing) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or not at all.

#### **6.12. Confidentiality**

The Tenderer shall treat these documents and the information contained within as private and confidential. You must not disclose your bid prices, or even an approximation, prior to the deadline for receipt of the bids except in confidence to an insurance company or broker requiring such in connection with the bid. You must not try to obtain any information about

competitors' bids or proposed bids nor make any arrangement with anyone else about whether or not they should bid. The confidentiality agreement found in **Appendix 1** should be completed and submitted as part of the tender.

## **7. Tender Proposal**

In submitting your tender, we are looking for details as to how you will deliver the contract, and you will need to provide sufficient detail for us to understand how your proposal will work and specifically how you would achieve the stated aims and objectives within this specification.

## 7.1. Details

<b>Full name of organisation</b>
<b>Trading Name (if different from above)</b>
<b>Postal Address</b>
<b>Contact in respect of this tender</b>
<b>Telephone number and email address</b>

## 7.2. Expertise, Experience and Suitability

7.2.1. The selected contractor will need to demonstrate:

### **Experience of working with:**

7.2.2. AHP services across settings and specialities

7.2.3. AHP system leaders, professional bodies and AHP practitioners

7.2.4. Exercise industry professional bodies

7.2.5. Exercise professionals

### **An in depth knowledge and understanding of:**

7.2.6. Registered and non-registered AHP education provision

- 7.2.7. Education provision for sports and exercise professionals including vocational qualifications
- 7.2.8. NHS commissioning processes
- 7.2.9. Service mapping
- 7.2.10. Conducting stakeholder engagement and networking activity
- 7.2.11. Qualitative data collection and analysis
- 7.2.12. Case study development
- 7.2.13. Delivering robust reports
- 7.2.14. Developing toolkits for implementing quality improvement initiatives in healthcare settings
- 7.2.15. Experience of effective partnership working with multiple stakeholders

### **7.3. Format and Content of Proposal**

Those wishing to undertake this work for the CSP should submit a tender that includes the following:

- A cover page that includes an indication that the document constitutes a formal response to the CSP's invitation to tender to undertake remote consultations project
- The individual with whom all communication should be made regarding the progress of the tender's consideration, and the supply of his/her contact details
- A contents page, with the structure and sections of the document clearly specified including the provision of any additional information as appendices (see point 3 below)
- All pages to be numbered.
- Tender documents should be no more than 6000 words in length, with each element adhering to the set word limit.
- Additional information can be provided as appendices. Each appendix should be clearly labelled and referred to in the text of the main submission document so that the nature and purpose of the additional information is clear.
- Specific appendices should be provided that give a summary curricula vitae for each team member who would be materially involved in undertaking activity within the project (paying particular attention to criteria 8.1 - 8.4 below).
- Additional information can be provided in the form of digital links to other resources (for example, material that the Tenderer has produced previously). Where provided, care should be taken to ensure the following:
  - Permission has been secured to provide the link (where required)
  - The link is operational
  - The purpose of supplying the additional information is clear.
- The tender should be submitted in an electronic format, and sent to the following email address by the deadline of 17.00 on 27<sup>th</sup> July 2020: [fordhamc@csp.org.uk](mailto:fordhamc@csp.org.uk)

## **7.4. Tender content requirements**

Tender documents should supply the information outlined below, including by addressing the specific questions raised.

### **7.4.1. Expertise [3000 words]**

The expertise held by the Tenderer that would be used to fulfil the tender requirement, including in relation to the following questions:

- i. What particular expertise (content, technical and contextual) would you bring to the scope and purpose of this project?
- ii. What particular experience do you have that demonstrates you meet the requirements detailed in 7.2.2 – 7.2.15?
- iii. What particular experience do you have of successfully completing a project in a similar area, with multiple stakeholders?
- iv. How would you expect to apply learning from previous activity to the CSP project?
- v. What particular insights and commitment would you bring to the project in relation to optimising the contribution of individuals with sports and exercise expertise to healthcare pathways?
- vi. What particular insights and commitment would you bring to the project in relation to responding to changing population needs?
- vii. How will you address the potential contentious nature of issues around role blurring and professional capabilities that this project will likely raise?

### **7.4.2. Approach [1500 words]**

- i. In what ways would your approach to the project demonstrate sensitive stakeholder engagement and collaboration?
- ii. Using the CSP's planned approach in the project brief how would you conduct activity to deliver the objectives, outputs and outcomes?
- iii. How would you align activity and findings in this project with projects 1&2 of the HEE suite and similarly the activity and findings of projects 1&2 to this project?

### **7.4.3. Capacity [1500 words]**

The capacity held by the tenderer to fulfil the requirements within the specified timescale, including in relation to the following questions:

- i. How would you plan to complete the project activity within the defined timescale?

- ii. What support (administrative, technical, access to library and knowledge resources, etc.) do you require to complete the project effectively and within the required timeframe?
- iii. How would you ensure that you have the organisational stability to deliver the project's outputs and outcomes to schedule?

## **8. Evaluation Criteria**

The contract will be awarded to the contractor that is best able to meet the CSP's needs and aims as defined in this document, and can demonstrate that their proposal is best value. Failure to provide all or part of the information may result in your submission being excluded from the evaluation process. Please provide details on the following criteria:

- 8.1.** A proven track record of conducting qualitative research
- 8.2.** A good understanding of the brief, the objectives of this work and commitment to robust evaluation of the potential for exercise professionals to contribute optimally to AHP NHS commissioned services
- 8.3.** Previous experience of similar work and evidence that objectives were met
- 8.4.** The capacity to deliver in accordance with the required timescales
- 8.5.** Relevant expertise and experience
- 8.6.** Estimated cost
- 8.7.** Ability and willingness to work collaboratively with the CSP
- 8.8.** Identification of any added value which you could offer

Following the receipt of bids and an initial evaluation, those short-listed will be required to meet with CSP representatives to present and discuss their proposed approach.

The successful contractor will be required to enter into a formal contract with the CSP to develop and deliver the specified project.



## Appendix 1

### Confidentiality agreement

This Agreement is made as on the date of last signature below.

#### Between

- (1) **The Chartered Society of Physiotherapy** a company incorporated under Royal Charter with registered number RC000107 whose registered office is at 14 Bedford Row, London, WC1R 4ED; and
- (2) \_\_\_\_\_ a company incorporated in England and Wales with registered number \_\_\_\_\_ whose registered office is at \_\_\_\_\_, \_\_\_\_\_, (each a **Party** and together the **Parties**).

#### Meanings

1. These words and phrases have defined meanings;

<b>Agreement</b>	this confidentiality agreement and any amendments from time to time;
<b>Confidential Information</b>	any information disclosed by or on behalf of a Disclosing Party (as defined below) to a Receiving Party (as defined below) during the Term that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive, and which relates to the business and affairs of the Disclosing Party including but not limited to: (a) all Intellectual Property Rights of the Disclosing Party and (b) all analyses, compilations, studies and other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the information referred to above;
<b>Disclosing Party</b>	either Party to this Agreement when disclosing Confidential Information to the other Party;
<b>Effective Date</b>	the date of this Agreement;
<b>Intellectual Property Rights</b>	all trade and service marks, registered and unregistered design rights, all design right applications, patents, copyrights,

	database rights and rights in know-how, confidential information and inventions and other intellectual property rights of a similar or corresponding character whenever and however arising and all renewals and extensions of such rights which may now or in the future subsist;
<b>Permitted Purpose</b>	the information is shared for the purposes of the tender of external audit services;
<b>Receiving Party</b>	either Party to this Agreement when receiving Confidential Information from the other Party;
<b>Term</b>	the term of this Agreement;
<b>Working Day</b>	any day other than a Saturday, Sunday or bank holiday in England and Wales.

2. In this Agreement, unless the context requires a different interpretation
- a. the singular includes the plural and vice versa;
  - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
  - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
  - d. "including" is understood to mean 'including without limitation';
  - e. reference to any statutory provision includes any modification or amendment of it;
  - f. the headings and sub-headings do not form part of this Agreement.

### **Obligations in relation to Confidential Information**

3. In consideration of the disclosure to it of Confidential Information by the Disclosing Party the Receiving Party agrees and undertakes that it will, subject to the provisions of Clause 4:
- a. keep all Confidential Information strictly confidential and will not disclose any part of it to any other person without the Disclosing Party's prior written consent;
  - b. not use any part or the whole of the Confidential Information directly or indirectly for any purposes other than the Permitted Purpose without the express written consent of the Disclosing Party;
  - c. use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, being at least a reasonable degree of care.

### **Permitted disclosures**

4. A Receiving Party may disclose Confidential Information to its employees, professional advisers, agents and sub-contractors (each a "Permitted Disclosee") provided that the Permitted Disclosee (i) has a need to have access to the

Confidential Information for the performance of its work in relation to the Permitted Purpose and (ii) is bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information which it receives from the Receiving Party.

#### **Ownership of confidential information**

5. The Confidential Information and all Intellectual Property Rights contained in it will remain the property of the Disclosing Party and the disclosure of the Confidential Information will not give the Receiving Party any rights in any part of the Confidential Information.

#### **Exceptions to non-disclosure and confidentiality**

6. The obligations of confidentiality set out in this Agreement will not apply to any information which:

- a. is already known to, or in the possession of, the Receiving Party at the time of its disclosure by the Disclosing Party, and is not subject to any obligation of confidentiality;
- b. is, or becomes through no wrongful act or default of the Receiving Party, public knowledge;
- c. is received from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of a duty of confidence;
- d. is required to be disclosed by law or the rules of any court or other body of competent jurisdiction; any governmental or regulatory body or any recognised investment exchange.

#### **Term and return of Confidential Information**

7. This Agreement will come into force on the Effective Date and will continue in force until the anniversary of this Agreement, unless terminated earlier at any time by either Party giving written notice of termination to the other.

8. On termination of this Agreement or on demand by the Disclosing Party, the Receiving Party will immediately stop using all Confidential Information, return all Confidential Information to the Disclosing Party and provide a certificate to the Disclosing Party certifying that no copies of the Confidential Information have been made or retained.

#### **Remedies**

9. Both Parties acknowledge that damages alone would not constitute an adequate remedy for any breach by the Receiving Party of this Agreement.

10. Each Party shall, without prejudice to any and all other rights and remedies which may be available, be entitled to the remedies of injunction, specific performance and other equitable relief for any breach of this Agreement by the other Party actual or threatened.

### **Limitation of liability**

11. Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement.
12. Subject to the above, neither Party, nor any of their respective employees, officers, agents, subsidiaries or any other associated third parties accepts any responsibility or liability for, or makes any representation or warranty, express or implied, that the Confidential Information disclosed by either Party is accurate or complete.

### **Circumstances beyond the control of the parties**

13. A Party to this Agreement will not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. In these circumstances, the affected Party must notify the other Party or Parties as soon as reasonably practicable. The notified Party or Parties may suspend or terminate the Agreement on notice, taking effect immediately upon delivery of the notice.

### **Entire Agreement**

14. This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

### **General**

15. No Party may assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party or Parties, such consent not to be unreasonably withheld.
16. No variation to this Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of the Parties.
17. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no third party will have any right to enforce or rely on any provision of this Agreement.
18. Unless otherwise agreed, no delay, act or omission by a Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
19. Provisions which by their intent or terms are meant to survive the termination of this Agreement will do so.
20. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

21. Any notice to be delivered under this Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the registered address or place of business of the notified Party, or sent by email to the other Party's main business email address as notified to the sending Party. Notices:

- a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
- b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
- c. sent by email will be deemed to have been received on the next Working Day after sending.

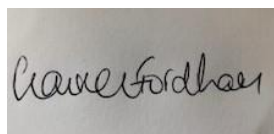
22. This clause does not apply to the service of any proceedings or other documents in any legal action.

**Governing law and jurisdiction**

23. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non- contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the date(s) below:

Signed:



\_\_\_\_\_  
Claire Fordham for and on behalf of The Chartered Society of Physiotherapy

Dated:

13.7.2020  
\_\_\_\_\_

Signed:

\_\_\_\_\_  
\_\_\_\_\_ for and  
on behalf of \_\_\_\_\_  
\_\_\_\_\_

Dated:

\_\_\_\_\_