



Feidhmeannacht na Seirbhise Sláinte
Health Service Executive

HEADS OF AGREEMENT

THIS HEADS OF AGREEMENT is made and shall be effective from the 15th day of August, 2011

BETWEEN:

The Department of Health (acting as NHS Connecting for Health) of Vantage House, 40 Aire Street, Leeds, LS1 4HT, England ("CFH")

AND

The Health Service Executive, a body corporate, established pursuant to the Health Act 2004, having an office at Parkgate Street Business Centre, Parkgate Street, Dublin 8, Ireland ("HSE")

BACKGROUND:

1. NHS CFH and HSE recognise their mutual intent to develop interoperable healthcare IS/IT and to promote the standardisation of electronic health systems.
2. The Parties have determined a list of fields within the electronic health domain in which they might wish to collaborate together to design and develop work within those fields.
3. This Heads of Agreement sets out terms agreed between the Parties as to: (a) intellectual property arrangements; (b) confidentiality agreements; (c) future intent; and (d) related matters. This Heads of Agreement sets out the Parties' broad scope of agreement in relation to the foregoing scope and is intended to provide a basis for parties' initial co-operation in relation to an overall scheme of co-operation.

ACCORDINGLY, NOW THEREFORE, IN CONSIDERATION OF THE VARIOUS BENEFITS ACCRUING UNDER THIS HEADS OF AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Heads of Agreement the following definitions have the following meanings:

"Background IP" means Intellectual Property Rights which a Developing Party uses for the purpose of creating a Work which falls within a Collaboration and which the Developing Party, either, owns or does not own but can freely licence to the other Party under this Heads of Agreement without the consent of a third party and which, in either event, exists prior to the date of this Heads of Agreement;

"Collaboration" means the collaboration between the Parties during the Term, commencing with the Evaluation Phase, intended to, firstly, facilitate and enable the design and development of Works within the Fields, and, secondly, assist the parties in assessing the possibility of long term collaboration within the Fields pursuant to a separately concluded Project Collaboration Agreement and reference to "Collaborate" and related terms shall be construed accordingly;

"Confidential Information" means any information, whether or not stored in any medium, which is disclosed by either Party to the other or of which either Party becomes aware pursuant to or in connection with the negotiation, execution or performance of this Heads of Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such) including, without limitation, all information in relation to the disclosing Party's organisation and/or administrative functions (and those of its

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clients, suppliers, patients (in the case of NHS and HSE), employees, contractors, servants or agents) including, but not limited to, equipment, software, designs, technology, technical documentation, product or service specifications or strategies, rollout plans, market and pricing information, financial information, information relating to existing, previous and potential clients, suppliers, patients (in the case of NHS and HSE), employees, contractors, servants, agents and contracts, inventions, applications, methodologies and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to the disclosing Party, but does not include confidential information which:

- (a) is or becomes public other than through a breach of this Heads of Agreement or other obligation of confidentiality;
- (b) is known to the receiving Party prior to the date of this Heads of Agreement and with respect to which the receiving Party does not have any obligation of confidentiality;
- (c) is independently developed by the receiving Party; and/or
- (d) is disclosed, without obligation of confidentiality, to the receiving Party by a person or entity not party to this Heads of Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality;

AND Confidential Information includes original information supplied by the disclosing Party, as well as all copies and any reports, analyses, products and other materials derived from or containing such original information;

“Default” means any negligent error or omission, breach, or default, of a Party (including but not limited to fundamental breach or breach of a fundamental term), its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Heads of Agreement and in respect of which such Party is liable to another, but excluding minor or trivial matters;

“Developing Party” means the Party: (a) who developed Work which is solely owned by that Party or owns Background IP, which is to be licensed to the other Party; or (b) who develops Work which is jointly owned and the benefit of which is to be given to the other Party, in either case under this Heads of Agreement;

“Evaluation Phase” means the initial engagement inception and relationship evaluation phase of the overall Collaboration between the Parties, being the primary stage or phase of the Parties relationship the subject matter of this Heads of Agreement, a certain level of detail in relation to which phase is set out in Schedule 1, commencing on the earlier of: (i) the Effective Date; or (ii) the earlier date set out in Schedule 1, and expiring on the earlier of: (i) the Parties sign-off of the Evaluation Phase as complete; (ii) the set date; or (iii) expiry of the period, as set out in Schedule 1;

“Excluded IP” means Intellectual Property Rights which a Developing Party uses for the purpose of creating a Work during the course of the Collaboration and which the Developing Party cannot licence to the other Party under this Heads of Agreement without the consent of a third party;

“Field” or “Fields of Endeavour” means those certain aspects of the areas of electronic health, in which the parties believe they have a common and shared interest and may wish to undertake Work, commencing with the Evaluation Phase, as set out at a high level in Schedule 1 attached hereto;

“Heads of Agreement” means this agreement, consisting of Clause 1-11, Schedule 1, and any document expressly included herein by reference, including, but not limited to, any one or more SOW;

“Intellectual Property Rights” means and includes any design rights, utility models, patents, inventions, service marks, logos, business names, trade marks (whether registered or unregistered), internet domain names, applications for any of the foregoing, copyright, rights in databases, data, source codes, reports, drawings, specifications, know-how, trade secrets, confidential information, software designs and/or other materials, semi-conductor rights, topography rights, rights in the nature of unfair competition and the right to sue for passing-off and any other rights equivalent to any of the foregoing in any jurisdiction worldwide and any application for registration of the foregoing and reference to “IPR”, “Intellectual Property” and “IP” shall be construed accordingly;

“Ireland” means Ireland excluding Northern Ireland;

“Moral Rights” means the moral rights of the creator of copyright works (including, without limitation, the right of attribution of authorship, the right not to have authorship false attributed and the right of integrity of authorship) under the laws of any applicable jurisdiction;

“Party” means either HSE or NHS as appropriate in the circumstances, including their respective related parties, and reference to “Parties” shall mean both HSE and NHS;

“Project Collaboration Agreement” means the subsequent one or more agreements which may be executed by the Parties, contingent upon mutually satisfactory conclusion of the Evaluation Phase and Parties decision to execute, made in accordance with parties organisational decision making requirements and general legal requirements, setting out the terms upon which the Parties shall Collaborate in the medium to long term;

“Receiving Party” means the Party: (a) who is licensed in respect of Work or Background IP, by the other Party; and/or (b) receives the benefit of the part of jointly owned Work which was developed by the other Party, in either case under this Heads of Agreement);

“SOW” or “Statement of Work” means a document known as such and executed by the Parties pursuant to the provisions of Clause 3.2;

“Term” means the term of this Heads of Agreement, which the Parties envisage as of the Effective Date to be a period commencing on the Effective Date and expiring on the earlier of: (i) the expiry of the Evaluation Phase; or (ii) the service of notice by one Party to the other informing them of their intention to terminate this Heads of Agreement, on sixty (60) days prior written notice; and

“Work” means any Intellectual Property Rights developed jointly or separately (as the case may be) by the Parties including, without limitation, software; firmware; algorithms; circuit layouts; code, code snippets and associated specifications; documents; guidelines; manuals; information and data (including physical, web and other forms of reproducing or storing such information) after the commencement of this Heads of Agreement and, for the avoidance of doubt, does not include any Background IP or Excluded IP.

- 1.2 Words or phrases in this Heads of Agreement given in the singular shall also be taken to mean the plural and vice versa.

2. COLLABORATION

- 2.1 The parties may wish to Collaborate to design and develop a set of documents, specifications, international standards, software tool sets and software infrastructure, together with other possible forms of Works, as required, within the Fields to help support and facilitate the development of interoperable healthcare IS/IT both in their domestic jurisdictions and internationally.
- 2.2 The Parties recognise:

- (a) that they both are seeking to develop interoperable healthcare IS/IT and to standardise electronic health systems in their respective jurisdictions and, to the extent possible, internationally;
- (b) that they both intend to engage in a Collaboration, with the aim to develop methodologies, approaches, tooling and common standards related to healthcare interoperability;
- (c) the intention is to undertake a more formal contractual agreement to progress the intent of the Collaboration. During the Term the Parties shall discuss the terms of such Project Collaboration Agreement, with the intention being that it shall commence upon expiry of the Term or earlier termination of this Heads of Agreement; and
- (d) the final outcome of the Parties' Collaboration, over the term of this Heads of Agreement and the subsequent Project Collaboration Agreement (if any) is anticipated to lead to the release of Works that include:
 - (i) standards to support international healthcare interoperability;
 - (ii) localised standards to support national healthcare interoperability; and
 - (iii) tooling to support the above standards;

AND the general intention of the Parties is that the final outcome of the Collaboration, over the term of this Heads of Agreement and the subsequent Collaboration Agreement (if any), will lead to releasing Works created within that framework to third parties consistent with the respective charter and objectives of the Parties in the Fields.

2.3 The Parties acknowledge and agree that:

- (a) they are not obliged to undertake Work (whether solely or jointly) in any Field unless they expressly agree to do so through the processes referred to in Clause 3; and
- (b) if it is agreed within the auspices of the Collaboration that a Party do Works individually, or that the Parties undertake Work jointly, then, reflecting the non-exclusive nature of this Heads of Agreement, nothing in this Heads of Agreement shall preclude either Party (the "Relevant Party") from undertaking the same or similar Work, whether alone or in conjunction or collaboration with any third party (the "Relevant Third Party"), whether now or in the future, and whether the applicable Intellectual Property is of an original, derivative, modifying or enhancing kind, PROVIDED THAT, in the absence of express written consent from the party owning applicable Intellectual Property (the "Owner") nothing herein shall entitle or allow the Relevant Party to license to the Relevant Third Party any Intellectual Property the property of the Owner.

2.4 This Heads of Agreement shall constitute both a statement of intent between the Parties and, reflecting the Intellectual Property Right based purpose and focus of Parties' Collaborations, a binding contractual commitment. For the avoidance of doubt, nothing herein shall commit either Party to either:

- (a) conclude any one or more SOW's pursuant to Clause 3.2; or
- (b) conclude the Project Collaboration Agreement, as set out in Clause 2.2(c);

AND both shall require good faith discussions between the Parties during the Term.

3. COLLABORATION MANAGEMENT

- 3.1 The Parties will meet in person or via conference call at intervals not exceeding three (3) months to discuss and agree the manner of the Collaboration including, without limitation, in respect of:
- (a) *Governance*: the governance structure to be defined and established to control and oversee Collaboration activities;
 - (b) *Works*: the nature of Work within the Fields which could most beneficially be done by one Party or the Parties jointly, any Background IP and Excluded IP issues, and the milestones and timetable for execution of the Works;
 - (c) *Work Allocation and Funding*: if Works are being done and created jointly or individually, the preferred allocation of Work and/or funding between the parties;
 - (d) *Progress*: progress towards achievement of milestones for all Works from time to time, actual versus budgeted costs of such Works and whether or not the timetables for achievement of milestones for such Works will be met;
 - (e) *Licensing*: third party licensing issues for Works and the Field of Collaboration generally as they arise in respect of such Works; and
 - (f) *Issue Resolution*: where matters of concern, issues requiring resolution, or disputes requiring resolution, arise between the parties, then, the satisfactory conclusion and resolution thereof.
- 3.2 Where the Parties decide to Collaborate in respect of the development of a particular Work, then, the following shall apply:
- (a) the Parties shall document the individual Collaboration requirements, specification, timetable, resource allocation, governance procedures, testing of relevant Intellectual Property Rights and related matters in a formal document, whether entitled SOW, Statement of Work, Work Order, or similar title;
 - (b) the SOW shall be executed by a duly authorised representative of each Party and each executed SOW shall be deemed included within this Heads of Agreement by reference;
 - (c) recognising the need for flexibility in the working relationship of the Parties and the fact that a number of Works may be under development at any point in time, the Parties may scope out SOW's at a high level or at a more granular level, as required, however the Parties recognise the overall requirement to conclude SOW's and the purpose of such SOW's in formalising individual Collaboration efforts; and
 - (d) the Parties shall perform their respective obligations under the SOW using all reasonable and prompt endeavours. Where either Party believes that it or the other Party may not satisfy their obligations, then, it shall utilise the governance procedure set out in Clause 3.1 to attempt to escalate and resolve the matter to the satisfaction of each Party.
- 3.3 It is recognised that, as with this Heads of Agreement, each SOW shall constitute a form of binding contractual arrangement between the Parties. Each SOW shall constitute an individual contract made under the auspices of and subject to the terms of this Heads of Agreement. Notwithstanding the formal statements aforesaid, the Parties agree that:
- (a) this Heads of Agreement is in the nature of an initial collaboration between the Parties in the national delivery of public health care and shall be interpreted and construed as such, meaning, without limitation, that it differs in form and substance from a supply type agreement between customer and supplier; and

- (b) notwithstanding the foregoing statement of intent, each party recognises the importance of properly respecting and protecting the Confidential Information and Intellectual Property Rights of the other Party.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 *Individual Works:* Subject to the operation of Clauses 4.3 and 4.5, each Party shall retain ownership of the Intellectual Property Rights in any Work developed by it individually. In relation to such individual Works intended to be shared within the scope of the Collaboration, each Party hereby agrees as follows:

- (a) each Party hereby grants to the other Party a worldwide, royalty free, non-exclusive license to the other to use the first mentioned Party's Works from time to time, from the moment of the creation of the respective Intellectual Property Rights that constitute such works from time to time, within the following scope and for the following term; and
- (b) the permitted scope and term of the foregoing licence shall be set out in the SOW pursuant to which the applicable Work is performed and if not set out therein, then, shall be within such scope and for such term as to allow the other Party make use of the licensed subject-matter within the scope reasonably anticipated by the Parties at date of creation of the applicable Work and for the term reasonably necessary for the other Party to make use thereof within the scope aforesaid.

4.2 *Joint Works:* It is acknowledged that both Parties may provide resources to the development of certain Works in a Field under the Collaboration. Where both Parties jointly develop Intellectual Property Rights within such Works, then, those Intellectual Property Rights will be jointly owned by the Parties on the basis that each Party is free to exploit those rights (including, without limitation, by way of licence or assignment) without the consent of or, any reference to, the other of them as if each were the sole owner of those rights. Accordingly, where and to the extent necessary in order to give effect to the foregoing provision, each Party hereby grants to the other Party a worldwide, royalty free, non-exclusive license to use that component of the Work the Intellectual Property Rights in which vest in the first Party, within the following scope and for the following term. The permitted scope and term of the foregoing licence shall be set out in the SOW pursuant to which the applicable Work is performed and if not set out therein, then, shall be within such scope and for such term as to allow the other Party make use of the licensed subject-matter within the scope reasonably anticipated by the Parties at date of creation of the applicable Work and for the term reasonably necessary for the other Party to make use thereof within the scope aforesaid. The rights of each joint owner under this Clause 4.2 are not to be affected by anything which may occur in respect of one (joint) owner (eg insolvency) which, but for this provision, could affect the ownership by the other (joint) owner.

4.3 *Excluded IP and Background IP:* In relation to Excluded IP and Background IP the Developing Party agrees as follows:

- (a) *Excluded IP:* it shall, in respect of Excluded IP, in good faith co-operate with the other Party with a view to the other Party being able to obtain a third party right-holder grant of licence to the Excluded IP, on reasonable commercial terms, for the term and within the scope necessary in order to utilise the Excluded IP in conjunction with the individual Works and joint Works, the subject matter of Clause 4.1 and/or 4.2 respectively; and
- (b) *Background IP:* it shall, in respect of Background IP, either, grant to the other Party a licence, or, in good faith co-operate with the other Party with a view to the other Party being able to obtain a licence to the Background IP, in either event, on reasonable commercial terms, for the term and within the scope necessary in order to utilise the Background IP in conjunction with the individual Works and joint Works, the subject matter of Clause 4.1 and/or 4.2 respectively. Where the Developing Party

holds the IP in Background IP, then, the foregoing licence shall be granted royalty-free.

4.4 *Ability to Licence to Third Parties:*

- (a) *Parties own Works:* Nothing in this Heads of Agreement shall restrict or limit either Party's right to licence its own Work, in respect of which it solely holds Intellectual Property Rights (whether created in a Field, under the Collaboration or neither) to third parties on whatever terms it deems appropriate; and
- (b) *Parties Joint Works:* Without limiting the ownership rights under Clause 4.3, the Parties may nevertheless from time to time agree on a case by case basis that particular Works created in a Field that are jointly owned will be licensed to third parties under a licensing model the Parties agree in accordance with the provisions of Clauses 4.5 having regard to the objectives under Clause 2. A Party is not obliged to agree to a limited licence regime or may agree on conditions that allow the Party to licence to third parties consistent with the first mentioned Party's objectives or any agreements, arrangements or understandings by which it is bound.

4.5 *Licensing To Third Parties:* Subject to the following, the licensing models shall include:

- (a) *Open Model:* ie the Parties agree to make specific Work created in a Field available as "Open Source" under a licence such as the Eclipse Public Licence v 1.0 or other similar such licence as the Parties may at the time agree; and/or
- (b) *Consortium Model:* ie the Parties agree to make specific Work created in a Field available only to a specific group or groups of third parties. The Parties shall agree the terms of any licence with the members of any such third party group on a case by case basis;

AND the adoption of the "Consortium Model" aforesaid in relation to any Work will not of itself prevent the Parties, by agreement in writing, from subsequently making that Work available via the "Open Model".

4.6 *Moral Rights (Individual and Joint Works):* In respect of any copyright works comprising part of the Works created in a Field from time to time (whether solely or jointly owned) and in respect of which there are or may be Moral Rights under the laws of any applicable jurisdiction, each Party will ensure that the persons working within the Collaboration (whether an employee, agent or contractor) has given their irrevocable consent to the Party for whom they are working (and their respective successors, licensees and assigns) doing or omitting to do anything which, but for the giving of the consent, would infringe their respective Moral Rights.

5. **WARRANTIES, EXCLUSIONS AND ATTRIBUTION**

5.1 Subject to Clause 6, the Developing Party warrants to the Receiving Party that:

- (a) the Developing Party is or will be the sole owner of the copyright and rights in the nature of copyright forming part of the Works created in accordance with this Heads of Agreement and the Developing Party has full power to enter into and perform this Heads of Agreement in accordance with its terms;
- (b) the Works developed by a Developing Party in accordance with this Heads of Agreement shall comply with, and shall perform in accordance with, the requirements and specifications, whether technical or functional, agreed by the parties as applicable and being either set out in, or expressly referred to in, the applicable SOW; and

- (c) the Works developed by a Developing Party in accordance with this Heads of Agreement contain nothing which is unlawful and the exploitation of the copyright in those Works will not infringe the copyright or other rights of any third party.
- 5.2 Subject to Clause 6, the Developing Party indemnifies the Receiving Party against all losses, actions, claims proceedings, costs and damages and all legal costs or other expenses arising out of a breach of any of the above warranties.
- 5.3 Subject only to this Clause 5 and Clause 6, each Party acknowledges and agrees with the other that:
- (a) the Developing Party does not give any representation, warranty or undertaking in respect of any Works of which they are the Developing Party including, without limitation, any warranty as to:
 - (i) functionality, fitness or suitability for any purpose; is of a particular or merchantable quality; or meets any description, sample or test version;
 - (ii) those Works being free of any virus, Worms, Trojans, trap doors, hacking or other malicious instructions;
 - (iii) those Works not causing any interference or damage to any computer system or software; or
 - (iv) any information, data, instruction or manual provided with those Works being free from error or being complete or adequate;
 - (b) the Developing Party is not obliged to update or maintain any software, firmware; algorithms; circuit layouts; code, code snippets or any associated specifications or to otherwise maintain any Works provided to the Receiving Party in accordance with this Heads of Agreement; and
 - (c) the Receiving Party is obliged to make its own assessment of the matters referred to in clause 5.3(a) and make its own arrangements in respect of maintenance and updating of any Works provided to it in accordance with this Heads of Agreement.
- 5.4 Each Receiving Party will in good faith consult and agree with the Developing Party appropriate attribution and Intellectual Property Right notices. Failing agreement, the Receiving Party must in any event put in a form of attribution that acknowledges the contribution of the Developing Party in a common or usual form for such notices.

6. LIABILITY MANAGEMENT

- 6.1 Reflecting the essential co-operative nature of the subject matter of this Heads of Agreement, and, in particular, the Evaluation Phase, in relation to management of parties potential liability arising under this Heads of Agreement, the Parties hereby agree as follows:
- (a) no Party shall exclude or limit its liability to the other Party for death or personal injury caused by its Default;
 - (b) no Party shall exclude or limit its liability to the other Party for liability arising pursuant to the indemnity provisions of Clause 5.2;
 - (c) no Party shall be liable to the other Parties for: (i) indirect or consequential damages, losses, liabilities, costs, or expenses; and (ii) loss of profits, goodwill, opportunity, revenue, anticipated savings, or business, resulting from or in any way related to this Agreement;

- (d) subject to the foregoing, the liability of one Party to any other Party or Parties under this Agreement shall not exceed, in aggregate, the sum of ten thousand pounds (£10,000);
- (e) except as expressly provided by this Agreement, nothing in this Agreement creates, is intended to create, or shall be deemed to create, any benefits, rights, claims, obligations, or causes of action, in, to, or on behalf of, any Party, or entity, other than the Parties to this Agreement;
- (f) nothing in this Agreement shall prevent or prejudice any Party from relying upon their equitable remedies, including injunctive relief and specific performance; and
- (g) the provisions of this Clause 6 shall be without prejudice to, and shall not expressly be binding or set a precedent in relation to, the liability management provisions of the Project Collaboration Agreement (if any), which shall be a matter for separate negotiation between the Parties.

7. TERM AND TERMINATION

- 7.1 This Heads of Agreement shall continue in effect during the Evaluation Phase, and shall expire on expiry of the Evaluation Phase. Notwithstanding the foregoing, the Parties agree that:
 - (a) this Heads of Agreement shall immediately terminate upon Parties execution of the Project Collaboration Agreement. The Project Collaboration Agreement shall specify whether and to what extent its terms supersede and replace the terms of this Heads of Agreement; and
 - (b) either Party may terminate this Heads of Agreement at any time by giving a minimum of ninety (90) days prior written notice to the other.
- 7.2 Termination under Clause 7.1 or 7.2 shall not affect any Works in the Fields as part of the Collaborations which:
 - (a) a Party was undertaking solely (rather than jointly) and the Party wishes to continue undertaking despite termination; or
 - (b) the Parties were undertaking jointly and which were commenced before the date on which notice is effective unless:
 - (i) the Parties agreed at the time of commencement of the joint Work that it would end if notice of termination was given; or
 - (ii) if paragraph (i) does not apply, the Parties agree after the giving of the notice of termination that the Work should end when the notice of termination is effective.
- 7.3 Termination under Clause 7.1 does not affect the operation of Clauses 1, 7, 8, 9, 10 and 11.

8. PUBLICITY AND DISCLOSURE

- 8.1 Subject to Clause 8.2 and any requirement at law to disclose information, each Party warrants to the other that it shall keep confidential and not disclose any Confidential Information of the other Party, or information which is confidential or proprietary in respect of the party's Intellectual Property Rights (including, without limitation, its Background IP and its Excluded IP), whether notified as being confidential or not, without the express written permission of the other party unless such information already exists in the public domain.

- 8.2 Each Party gives permission to the other party to disclose information to which Clause 8.1 otherwise applies to:
- (a) its members;
 - (b) any Government or Governmental agency which has or will provide funding to it, has jurisdiction over it, or whose instructions or requests it is customary for it to comply with; and/or
 - (c) its contractors and professional advisors who are providing services to it under or in support of Work in a Field and who have agreed or owe a similar duty of confidentiality.

9. NOTICES AND GENERAL MATTERS

- 9.1 Any notice or other document to be served under this Heads of Agreement by one party to the other will be served to the address of the receiving Party as appropriate, given at the head of this document.
- 9.2 Any notices given under Clause 9.1, may be given to the points of contact listed below at the last known address, by fax or by any electronic means of communication:
- (a) for NHS – Nicholas Oughtibridge - Email: nicholas.oughtibridge@nhs.net
 - (b) for HSE – Peter Connolly – Email: peter.connolly@hse.ie
- 9.3 This Heads of Agreement may be executed in counterparts and those counterparts taken together will be treated as effective and binding on the Parties and as one and the same instrument.
- 9.4 Each Party must pay its own costs in respect of the negotiation, preparation, execution, delivery and enforcement of this Heads of Agreement.

10. THIRD PARTY RIGHTS

- 10.1 The provisions of this Heads of Agreement are for the sole benefit of the Parties, and not for the benefit of any other persons or legal entities. Without prejudice to the generality of the foregoing, a person who is not a party to this Heads of Agreement has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Heads of Agreement and, with reference to the law of Ireland, under principles of common law.

11. CHOICE OF LAW

- 11.1 This Heads of Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and subject to the non exclusive jurisdiction of the courts of England and Wales. **IN WITNESS WHEREOF**, this Heads of Agreement has been executed in two originals on the date first set out above:

SIGNED FOR AND ON BEHALF OF
HSE, by its duly authorised representative:

Signature:

Name: Fran Thompson

Title: 29th July 2011

SIGNED FOR AND ON BEHALF OF
The Secretary of State for the Home Department, by
her duly authorised representative:

Signature:

Name:

Title:

SCHEDULE 1
COLLOBORATION DETAILS

1. Introduction/Overview of NHS & HSE Collaboration
2. Field of Endeavour (To be specified and agreed)
3. Timetable (To be specified and agreed)
4. Evaluation Phase
 - 4.1 Evaluation Phase Summary Feb 2012
 - 4.2 Evaluation phase commencing on 1st March 2012 and expiring on the 6th April 2012 thereafter the parties sign off the evaluation phase as completed.
5. Statement of Work
 - 5.1 Anticipated number & Scope of SOW's as of Effective Date;
 - 5.2 SOW conclusion process:
 - 5.3 SOW governing specifications applicable to Work:
 - 5.4 SOW format:
6. Parties Representatives
 - 6.1 NHS Representative:
 - 6.2 HSE Representative: Peter Connelly, Fran Thompson
7. Relationship Governance/Management
 - 7.1 Meetings / Con-calls
 - 7.2 Steering group / Project group

Jt
29/4/11

- END -