



Memorandum of Understanding (MoU)

Between

NHS Lothian

And

Scottish Ambulance Service

In relation to the training, implementation and governance arrangements for Lifelines Scotland training materials relating to staff wellbeing, peer support and psychological first aid.

Memorandum of Understanding

between

Lothian Health Board, a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 and having its headquarters at Waverley Gate, 2-4 Waterloo Place, Edinburgh, EH1 3EG (“**NHS Lothian**”)

And

The Scottish Ambulance Service, a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 and having its headquarters at Gyle Square, 1 South Gyle Crescent, Edinburgh, EH12 9EB

each a “**Party**” and together the “**Parties**”.

1. Purpose of this MOU

- 1.1 The purpose of this memorandum of understanding (“**MOU**”) is to establish general principles around the safe and effective delivery of Lifelines Scotland training materials by and within SAS.
 - a) This MOU will specify the rights and responsibilities of the parties in relation to the intellectual property contained within and arising from the Lifelines Scotland training materials.
 - b) Lifelines Scotland training materials are designed to be delivered as per the governance arrangements set out in the Lifelines Scotland Train the Facilitator model (as amended from time to time by NHS Lothian). SAS in selecting facilitators will ensure that such facilitators are selected based on competencies noted in Appendix 1 to this MoU.
 - c) The governance arrangements, as above are set by NHS Lothian in consultation with the Rivers Centre for Traumatic Stress. These may be subject to updating and amending and any updates and amendments will be notified to SAS by NHS Lothian at which point the updated / amended arrangements will be considered by the parties to apply to this MoU.

2. Commencement and Duration

- 2.1 This MOU will be effective from 09.10.2024 and will continue thereafter until 31.03.2025 or it is terminated by a Party by giving notice as set out below.

3. Termination of agreement

- 3.1 Subject to the provisions of clause 7.3, this MOU may be terminated by a Party upon not less than two (2) months’ written notice.
- 3.2 The provisions of this MoU which relate to confidentiality, ownership and publication of data and other material as well as information sharing shall continue to be applicable and enforceable following the termination of the MoU.

4. Meetings

- 4.1 The parties should meet annually to review the implementation of the MOU.

5. Intellectual property

- 5.1 All Intellectual Property (“IP”) in the Lifelines Scotland training materials and all associated documentation and presentations shall vest exclusively in NHS Lothian.
- 5.2 NHS Lothian grants SAS a non-exclusive right to use such training materials solely for educational purposes for the duration of the term of this MoU, provided such use is in accordance with the terms of this MoU, and SAS shall not permit any employee, agent, representative, or contractor of SAS to use the Lifelines Scotland training materials, associated documentation and presentations for any means other than as an educational resource to be used solely in their role within or for SAS. SAS must refrain from using the IP in the Lifelines Scotland training materials and all associated documentation and presentations to create further documentation or presentations, unless such use is in accordance with clause 6.3 or where, prior to such use, SAS has received express written consent from NHS Lothian for such specific use.
- 5.3 SAS shall not share the Lifelines Scotland training materials or any associated documentation or presentations with any third party.

6. Use of resources

- 6.1 Lifelines Scotland training materials are a standardised resource designed to promote the psychological wellbeing of emergency service staff and volunteers. They are evidence-based and reflect best practice for promoting individual resilience, mental health awareness, peer support and Psychological First Aid following trauma exposure. The Lifelines Scotland training materials include content from third parties including individuals and public bodies. The individuals have given consent for their content to be used subject to the governance arrangements outlined in this MOU. The materials produced by Public Health Scotland are part of their [REDACTED] and are free to be used and reused under the terms of the [REDACTED]
- 6.2 The resources are designed to be used to deliver educational courses to emergency service staff and volunteers to promote resilience, mental health awareness, peer support and Psychological First Aid. They may be delivered by individuals in line with the required competencies outlined in the Lifelines Scotland Train the Facilitator model. The pre-recordings of Lifelines Scotland training materials can be included in self-directed learning programmes as agreed with NHS Lothian.
- 6.3 The Lifelines Scotland training materials can be copied or reproduced without NHS Lothian’s formal permission, provided it is copied or reproduced accurately, is not used in a misleading context, is not used for profit or on a commercial basis, provided that the source of the material is identified and accurately cited, and provided that the information is supplied in accordance with the terms of this MoU.

7. Charges

- 7.1 In consideration of the provision of the Lifelines Scotland Training Materials and maintenance of the website and materials, SAS will pay the charges listed in Appendix 2 on an annual basis (where such charges are listed as being due per year) and shall pay the daily charges listed when additional work is procured from NHS Lothian.
- 7.2 Payment will be made within 30 days of a valid receipt in respect of the charges. Invoices shall be addressed to Finance Department, Scottish Ambulance Service Headquarters, Gyle Square, 1 South Gyle Crescent, Edinburgh, EH12 9EB.

- 7.3 The annual charges listed in Appendix 2 constitute one third of the overall charges with Scottish Fire and Rescue Service being responsible for another third of the overall charges and the Chief Constable of the Police Service of Scotland and Scottish Police Authority together responsible for the remaining third of the overall charges. The Parties acknowledge that NHS Lothian requires payments from all three payment streams to continue to provide access to and to maintain both the Lifelines Scotland Training Materials and the website. Where NHS Lothian does not receive the required financial support from one or more of these payment streams the Parties acknowledge that NHS Lothian will not be able to provide access to or to maintain the Lifelines Scotland Training Materials and website and in such an instance NHS Lothian will be entitled to terminate this agreement with immediate effect. Any sums paid by SAS that NHS Lothian deem to be unused in the project will be returned as soon as possible to the payee. All charges listed in Appendix 2 are exclusive of VAT.

8. Data Protection

- 8.1 The parties agree that "Data Protection Laws" means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body that relates to the protection of individuals with regard to the processing of personal data to which a Party is subject, including the Data Protection Act 2018 and the UK General Data Protection Regulation ("UK GDPR"). "UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (UK General Data Protection Regulation as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018).
- 8.2 SAS and NHS Lothian confirm that, in terms of this MOU, they shall comply strictly with all of the requirements of the Data Protection Laws together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the Data Protection Laws.
- 8.3 This MOU does not commit any of the parties to share data. The provision of data will be subject to the development of agreed Information Sharing Agreements.

9. Freedom of Information

- 9.1 All information submitted to the parties may need to be disclosed and/or published by the parties as public bodies. Without prejudice to the foregoing generality, the parties may disclose information in compliance with the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004 or any modification, extension or re-enactment thereof for the time being in force including all instruments, orders, plans, regulations, permissions and directions, for the time being made, issued or given thereunder (the decisions of the parties in the interpretation of their respective obligations thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).

9.2 The provisions of this Clause 10 shall apply during the continuance of this MOU and after its termination, howsoever arising.

10. No Partnership or Agency

10.1 Nothing in this MOU shall constitute nor shall be deemed to constitute a partnership or joint venture or agency between any of the parties.

11. Severability

11.1 In the event that any of the terms or provisions of this MOU shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.

12. General

12.1 Each Party hereby warrants and represents to the other Party that it has full capacity and authority and all necessary consents to enter into and perform its obligations under this MoU and that this MoU is executed by a duly authorised representative.

12.2 Each Party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this memorandum of understanding.

Signed for and on behalf of **NHS Lothian**

Name:

Position:

Date:

Signed for and on behalf of **Scottish Ambulance Service**

Name: [REDACTED]

Position: [REDACTED]

Date: 10/10/2024

Appendix 1: Competencies required of staff delivering Lifelines Scotland training materials

The goal is to build a pool of facilitators able to deliver the Lifelines Scotland training materials to their colleagues. Lifelines Scotland is looking for trainers or facilitators with the following **competencies**:

Trust: the potential facilitator should be trusted and respected within the organisation. This includes their ability to manage sensitive conversations and information. This increases the likelihood that colleagues will actively want to learn from them.

Communication skills: good communication skills are required. It's essential to be able to stand up in front of a room of colleagues (or deliver via MS Teams) and be able to present confidently, concisely, accurately, clearly and encourage participation.

Empathy and flexibility: the potential trainers or facilitators need empathy and flexibility to be able to pick up on the learning needs/style of their colleagues and adapt their methods to best suit their colleagues' needs/style.

Open to feedback: It is important that those who are training or facilitating are happy to support and champion the Lifelines Scotland training materials and peer support model. Trainers or facilitators need to be receptive to feedback.

Respect for Diversity: Facilitators must demonstrate the ability to take other people's views into account. The ability to be tactful and diplomatic when dealing with people, treating them with dignity and respect at all times is also essential. An understanding of social, cultural and racial differences is required while being polite, tolerant, patient and respectful of the needs of everyone involved. Facilitators will demonstrate an understanding and sensitivity to people's problems, vulnerabilities and needs and will ensure people feel valued by listening to and supporting their needs and interests. Language should be used in an appropriate way and therefore a sensitivity to the way language may affect people is essential.

Prerequisite learning

To teach or facilitate a topic to others, trainers or facilitators must understand the topic well. Lifelines Scotland require the facilitator to have completed the following Lifelines' courses:

- Staying Well: Understanding Resilience and Self Care
- Supporting Your Colleagues or Teams
- Post Trauma Support: Providing Psychological First Aid

Ongoing measure of competence and confidence

The facilitator's competence and confidence will be measured by Training Advisors and peer review. Delegates will be measured by their technical and facilitating expertise in line with the above competencies.

Appendix 2: Annual running costs for access to Lifelines Scotland training materials

Maintenance of Lifelines Scotland website £2,256 per year*

Total **£2,256 per year**

*NB: This is a third of the total cost which will be split across PS/SPA, SFRS and SAS.

NB: All charges are exclusive of VAT.