



## Council

Monday 29 March 2021, 8:00am

Video-conferencing meeting via Zoom

## Minutes

### Present Members:

Mr Victor Chu CBE (Chair); Mr Ayman Benmati; Mr Minto Bhandari; Professor Lucie Clapp; Dr Alun Coker; Professor Annette Dolphin; Dr Martin Fry; Dr Andrew Gould; Ms Lindsay Nicholson MBE; Mr Turlogh O'Brien CBE; Ms Carol Paige; Professor Helen Roberts; Professor Ralf Schoepfer; Lord Sharkey; Dr Michael Spence; Mr Philip Sturrock; Dr Justin Turner QC; Baroness Valentine; Ms Sarah Whitney.

### Attendees:

For Minutes 84-91: Professor Dame Hazel Genn, Interim Vice-Provost (International & Advancement)

For Minutes 84-91: Dr Clare Goudy, Chief of Staff, President and Provost's Office

For Minutes 84-91: Mr Phil Harding, Director of Finance & Business Affairs

For Minutes 84-91: Professor David Lomas, Vice-Provost (Health)

For Minutes 84-91: Professor David Price, Vice-Provost (Research)

For Minutes 84-91: Ms Fiona Ryland, Chief Operating Officer

For Minutes 84-91: Professor Anthony Smith, Vice-Provost (Education and Student Affairs)

For Minutes 84-91: Ms Collette Lux, Executive Director of Communications and Marketing

### Apologies:

Mr Dominic Blakemore

### Officer(s):

Ms Wendy Appleby, Secretary to Council

Ms Anne Marie O'Mullane, Assistant Secretary to Council

Ms Olivia Whiteley, Governance Officer

## **Part I: Preliminary Business**

### **84. Operation of the Meeting**

84.1. As a consequence of the Covid-19 pandemic, it was not possible to convene a meeting in person of Council. Therefore, members of Council were participating in a video conference, using tools that enabled all members to see and hear each other simultaneously. Decisions would be ratified by Chair's Action after the meeting.

### **85. Declaration of Interests**

85.1. The Chair of Council invited Council to declare any new interests they may have or any interests they had in the items being considered at the meeting.

85.2. No interests were declared.

## **Part II: Strategic Items for Discussion**

### **86. Confidential: Title of item withheld**

86.1. **Confidential: Title of item withheld** (6-01 Part 1)

a. Exempt from publication, please see confidential minute.

b. Exempt from publication, please see confidential minute.

c. Exempt from publication, please see confidential minute.

86.2. **Confidential: Title of item withheld** (6-01 Part 2)

a. Exempt from publication, please see confidential minute.

### **87. Confidential: Title of item withheld** (6-02)

87.1. Exempt from publication, please see confidential minute.

87.2. Exempt from publication, please see confidential minute.

87.3. Exempt from publication, please see confidential minute.

### **88. UCL Health Alliance** (6-03)

88.1. Professor David Lomas introduced a paper which outlined plans for a new NHS Provider Alliance for North Central London, which UCL had been invited to participate in. The following key points were made during the presentation:

- a. The NHS Provider Boards in North Central London had established a new a “Provider Alliance”, a membership organisation with the objectives to improve health value by improving the quality and reducing the costs of health services beyond what each member organisation could achieve on its own. The scope would cover health services, education and research. There were 12 organisations within the grouping.
- b. Dominic Dodd was appointed as Chair of the Provider Alliance. Baroness Julia Neuberger and Mark Lam had been appointed as its two Vice-Chairs. The Provider Alliance members would like to ensure that there was a strong academic mission. The Chair of the Provider Alliance had invited UCL to join its membership and to nominate a senior lead to join the newly formed Provider Alliance Board.
- c. Some key benefits to UCL would be the embedding of UCL research and innovation expertise in the local healthcare system, it meets our Academic Health Science Centre strategic objective to align research, education and clinical care for patient benefit. It helps to develop UCL’s innovation pipeline to better address local unmet needs and focus on the pressing health challenges for our population.
- d. The External Environment Group had discussed UCL’s participation in the Provider Alliance and the request to use the name “UCL Health Alliance”. The Executive Director of Communications and Marketing outlined the risks that were identified and assessment against the UCL Brand architecture considered by the Group. This was a business-to-business brand and would not be public facing. Any future use of the brand would be for the Alliance Board to determine (with UCL having a seat on the Board). The UCL Health Alliance was Not for profit at the current time – if this were to change UCL would need to specifically approve any use of the UCL brand on commercial ventures. IP would reside with whoever was involved in its creation. The Chair of the Alliance had confirmed to UCL that there were no plans for the Alliance to lead service reviews. It was recommended that UCL should put in place an agreement with the Alliance (or its members) that sets out the framework for brand-use, and which gives a right to terminate the arrangement in certain circumstances.
- e. The Alliance was not seeking to be a separate legal entity. There were no NHS plans for Provider Alliances (more generally) to have any statutory basis or duties. This means that an agreement would need to be put in place between UCL and each individual Alliance member. UCL should suggest incorporating a requirement in the Alliance charter that is signed by all members, to sign up to an equivalent agreement. UCL should also ensure that its seat on the Board is used to proactively monitor brand usage and agree future applications, in collaboration with UCL Communications.
- f. There would be a small financial commitment for UCL to participate in the UCL Health Alliance.

- g. There should be a requirement in the agreement for specific approval of the use of the UCL brand on any commercial ventures on a case-by-case basis.
- h. UCLPartners was wider in geography and had additional university partners than the proposed Alliance. It was felt that UCL partners was not the appropriate vehicle for the Alliance.

88.2. In discussion the following key points were made:

- a. While the proposal was in the order of magnitude that required Council's approval, it was important that the delegation of authority framework was developed for brand use architecture. Professor Dame Hazel Genn advised that this matter would come under the VP (External Engagement) portfolio and proposals were being developed on external use of the brand for Council consideration.
- b. Consideration should be given to the use of UCL brands that were not the main brand, for example, Bentham or Gower Street so that there was differentiation where it was appropriate.
- c. In response to a question on the performance of UCLPartners, Professor Lomas advised that the brand survey indicated that the brand was well recognised with wider diffusion across north and central London. It had been involved in the re-organisation of cardiac and cancer services and had resulted in improved patient care and outputs. The Academic Health Science Centre (AHSC) designated by the NIHR was located within UCL Partners.
- d. There was a broader issue of how the brand was being used internally as there needed to be much greater discipline about this as UCL's brand was one of its most important assets. There was a request for an audit of the use of orphan logos as part of the tidy-up exercise.
- e. In response to a question on the balance of risk and reward, the Provost advised that the balance of risk related to the use of the Alliance to reallocate services. UCL had received assurance this would not happen. UCLPartners was now a diffuse brand and needed a refresh. The Alliance was more tightly linked to the NHS and the need for NHS provider organisations to emerge from the pandemic in the best shape possible to deal with the inevitable pent-up pressures.
- f. In response to a question on the brand use termination clause and the circumstances which would prompt termination, the Executive Director of Communications and Marketing advised that it would relate to breaching the conditions set out in the agreement. For example, licensing products without seeking specific approval of the use of the UCL brand on any commercial ventures. Council members advised that notice to terminate without a reason should also be covered in the agreement.
- g. It needed to be clear that entering the partnership did not interfere with academic freedom.
- h. In response to a question on UCL's seat on the Provider Alliance Board and the permanency of the seat, Professor Lomas confirmed that UCL

would have a seat and that he would take the seat on the board. The Provost advised that it fit with Professor Lomas' broad portfolio to drive the health strategy. Professor Lomas would protect UCL's reputation and ensure UCL's voice was heard on the board. Professor Lomas confirmed he would not receive any financial benefit from being a member of the board.

- i. In response to a question on IP, Professor Lomas advised that the agreement was not expected to generate IP. There was a wider issue as delicate conversations were taking place with trusts as part of UCLPartners and the matter would be brought back to Council for consideration.
- j. In response to a question about decision-making on outsourcing at the Provider Alliance, Professor Lomas advised that this was not a matter for the Alliance; it was a decision for individual NHS trusts.
- k. The public did not understand the difference between UCL and UCLH. Occasionally this did cause problems but it was recognised it was also beneficial to each other's brand.

88.3. Council:

- a. Approved UCL's membership of the North Central London Provider Alliance.
- b. Approved the appointment of the UCL Vice Provost (Health) to the Provider Alliance Board.
- c. Approved the use of the name "UCL Health Alliance", subject to the arrangement of an appropriate and enforceable agreement, which should include the following conditions:
  - i. Brand usage principles: A framework on appropriate use of the UCL brand, and our brand architecture requirements, with clarity of what actions to take to enforce these provisions. The expectation is that the Alliance brand should be as distinct as possible from that of UCL, so as to differentiate the two organisations and their activities.
  - ii. Change of not for profit status: Should the remit change and become profit generating, a requirement for specific approval of the use of the UCL brand on any commercial ventures.
  - iii. Brand-use termination: A right to terminate the use of the brand in certain circumstances.
  - iv. Right to veto new members: A right of veto over membership of the Alliance in the event that a third party seeks to join that we would not want to associate with the UCL brand.
- d. Approved the following actions:
  - i. For the Provost to formally respond to the Chair of the Provider Alliance to confirm UCL's participation in the Alliance, and endorsement of the name subject to an appropriate agreement.
  - ii. For Legal Services to work with the new Provider Alliance and UCL Communications to develop an appropriate structure and documentation for the use of the UCL brand in these circumstances.

### **Part III: Other Business for Approval or Information**

#### **89. Confidential: Appointment of the IOE Director (6-04)**

89.1. Exempt from publication, please see confidential minute.

89.2. Exempt from publication, please see confidential minute.

89.3. Exempt from publication, please see confidential minute.

#### **90. Panel of Independent Persons**

90.1. Council did not approve the proposed Panel of Independent Persons and requested a more diverse panel be proposed for the next meeting. In the meantime, a proposal for appointment of an external member to the Discipline Review Body would be approved by Chair's Action.

#### **91. Date of the next Meeting**

91.1. The next meeting of Council would take place on Thursday 29 April 2021 at 9:30am.

Wendy Appleby  
April 2021