

SERVICE LEVEL AGREEMENT

Between

University College London

(The University)

And

[]

(Practice)

For

The Provision and Funding of Undergraduate Medical Education and Training in Primary Care
[Practices funded by HEE via University College London]

Contents

Section 1 Form of Agreement	4
Section 2 Background and Purpose of this Agreement	5
Agreed Terms	6
Section 3 Definitions and Interpretation	6
Section 4 Terms and Conditions	6
4.1 Duration	6
4.2 Services and Service Requirements	6
4.3 Responsibilities of the University	7
4.4 Termination and Removal from Placement.....	8
4.5 Risk Management	10
4.6 Confidential Information	10
4.7 Freedom of Information and Data Protection	11
4.8 Compliance with Law	11
4.9 Intellectual Property	12
4.10 Liability and Insurance	12
4.11 Compliance with anti-bribery legislation.....	14
4.12 Dispute Resolution	15
4.13 Invalid Provisions and Waivers	15
4.14 Audit	16
4.15 Successors and Assigns	16
4.16 Agency/Partnership	16
4.17 Force Majeure	16
4.18 Counterparts.....	16
4.19 Entire Agreement	16
4.20 Variation	16
4.21 Notice	17
4.22 Contracts (Rights of Third Parties) Act 1999	17
4.23 Governing Law and Jurisdiction	17
Schedule A The Services.....	17
Section AA Obligations and Principles.....	17
Section 1 Governance and Management.....	18
1.2 Practices: Authorised Representatives and Contract Management	18
1.3 Medical School: MBBS Regulations, policies and procedures	18
Section 2 Organisation and delivery	18
2.1 The Process of Organisation and Delivery	19
2.2 Pre-Placement Preparation.....	19
Section 3 Placement Requirements.....	19
3.1 Teaching Programmes.....	19
3.2 Access to Patients or Service Users	20
3.3 Clinical Standards and Guidelines	20
3.4 Assessments and feedback	20
3.5 Teaching Staff and Support	20
3.6 Teaching Space	21

3.7	Medical Records	21
3.8	Equipment	21
3.9	Health and Safety.....	21
Section 4	Monitoring and Quality Management	22
4.1	Monitoring.....	22
4.2	Quality Management	22
4.3	Complaints and Disciplinary Issues	23
Schedule B	Payments and Finance - Primary Care Placements	25
1	Funding	25
2	Payments	25
Schedule C	Data Protection.....	25
Schedule D	Definitions and Interpretation	26
Schedule E	Transfer of Undertakings (Protection of Employment) (TUPE)	28

Section 1 Form of Agreement

This Agreement is made on: []

Between: University College London ("the University") of Gower Street, London WC1E 6BT.

and: [] ("the Practice")
Together "the Parties" and each a "Party"

For: The Provision of Undergraduate Medical Education for Students

The Agreement commences on

Day: 1 st	Month: September	Year: 2019
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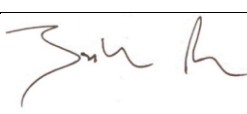
(the 'Commencement Date').

Unless terminated earlier or extended in accordance with the terms of the Agreement, the Agreement remains in effect until:

Day: 30 th	Month: August	Year: 2020
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(the 'Expiry Date')

This Agreement is made up of Section 1 (Form of Agreement), Section 2 (Background and Purpose of this Agreement), Section 3 (Definitions), Section 4 (Terms and Conditions) and the Schedules hereto. By signing this Agreement the Parties agree to be bound by the terms of this Agreement.

Signed for the University	
Title or position held on behalf of the University	Director of Undergraduate Medical Education (Primary Care & Community)
Full Name	Sophie Park
Signature	
Date	01/07/2019

Signed for the Practice	
Title or position held on behalf of the Practice	
Full Name	
Signature	
Date	
E-mail	

I confirm I have read this document

Section 2 Background and Purpose of this Agreement

1. The Parties acknowledge that Health Education England disburses education support and undergraduate Primary Care funding to the University to commission undergraduate medical education and training for Students registered on the 6 year MBBS degree programme managed by the Medical School. A Service Level Agreement between Health Education England and the University sets out the obligations relating to the commissioning of placements by the University and the disbursement of this funding.
2. The University and the Practice have agreed to collaborate on the terms of this Agreement, in order for Students to undertake Placements at the Practice as part of their MBBS.

Agreed Terms

Section 3 Definitions and Interpretation

3.1 The definitions and rules of interpretation in Schedule D shall apply in this Agreement.

Section 4 Terms and Conditions

4.1 Duration

4.1.1 Subject to its terms, this Agreement is for the period from the Commencement Date to the Expiry Date ("Term"). For the avoidance of doubt, this Agreement shall continue to apply beyond that date in respect of any Students on a Placement at the time of expiry until their completion of the Placement or the Student's withdrawal from or removal from their Placement, whichever is the earlier, and the termination date of this Agreement shall be extended accordingly. The University and the Practice may agree in writing to extend this Agreement for a further period or periods.

4.1.2 The Parties will undertake an annual review of the operation of the Agreement.

4.2 Services and Service Requirements

4.2.1 The Parties agree to work together in accordance with the terms of this Agreement to enable Students to work towards a UCL Awarded Degree incorporating a Placement at the Practice. The Practice shall deliver the Services and meet the stipulated quality and performance requirements to be delivered under this Agreement in accordance with the provisions of this Agreement, including Schedule A of this Agreement.

4.2.2 Students allocated a Placement must be registered Students of the University working towards a UCL Awarded Degree.

4.2.3 The number of Students undertaking a Placement will be agreed in collaboration with the Practice according to the processes of Placement organisation set out in Section 2 of Schedule A of this Agreement.

4.2.4 The University shall perform its obligations under this Agreement and the Practice shall deliver the Services in accordance with (i) the terms and conditions of this Agreement (ii) the quality standards which would be recognised as good practice and (iii) all applicable laws, statutes, statutory instruments, regulations and directions made thereunder and all guidance issued by the Department for Health, Monitor or other regulatory body (as appropriate) from time to time. Each Party shall have and maintain during the term of this Agreement, any authorisation, approval, consent, licence, exemption, filing, registration or notarisisation or other requirement of any governmental, judicial or public body or authority necessary to enable it to comply with its obligations under this Agreement.

4.2.5 The Practice shall share relevant information for the purposes of facilitating monitoring and review of its performance pursuant to this Agreement, including reviewing its compliance with this Agreement. The Practice shall provide reasonable assistance and information to enable the University to conduct any such monitoring process within any reasonable timescales requested by the University in writing.

4.2.6 The Parties acknowledge that the standards required by the Quality Assurance Agency for Higher Education ("QAA") in the United Kingdom will apply to the Programme and the Parties agree to work together to maintain the academic standards for the Programme such that the University is able to meet its obligations to the QAA.

- 4.2.7 The Practice agrees to provide to the University such information as is requested by the University in relation to the Placement and the Services as the University needs to comply with any applicable law, regulation, government body or other regulatory authority (including without limitation Health Education England) and to enable the University to comply with its policies, procedure and regulations and to provide Students with information about the Programme and the Placement.
- 4.2.8 Each Party shall promptly provide the other with copies of policies and arrangements relevant to this Agreement and any material change thereto. The Practice shall comply with the policies and arrangements of the University in relation to the Placements. Where any Party wishes to introduce any new policies or arrangements or make material changes to existing policies or arrangements which would have a material impact on this Agreement or on the terms of a Placement then it shall provide details to the other Party and duly consult with the other Party, taking reasonable note of its views, before final acceptance of such policies or arrangements. However, nothing in the foregoing is intended to restrict either Party from making changes in its organisational structure from time to time nor will it render the University subject to the policies of the Practice.
- 4.2.9 The Parties hereby agree, for their respective benefit, to cooperate with each other and act in good faith to undertake the delivery of the Services and the operation of the Placements in accordance with the terms and conditions of this Agreement.
- 4.2.10 The Parties acknowledge that Students will be subject to the University's procedures, policies and regulations regarding students, including but not limited to those relating to attendance, discipline, complaints and appeals. The Parties agree that they shall each make any procedures, policies and regulations to which Students are subject to, available to the Students.
- 4.2.11 Student complaints and other disciplinary issues shall be dealt with in accordance with the University's processes. In order to ensure that all complaints and disciplinary issues are handled fairly and consistently, each Party will provide the other with reasonable assistance in connection with the handling, administration and conduct of any complaints and disciplinary issues.
- 4.2.12 Where the University sponsors a Student to study in the United Kingdom under the terms of its Tier 4 sponsorship registration with the United Kingdom Home Office (Home Office) (Tier 4 Sponsorship), the Practice shall provide the University with all information and assistance as the University requires to enable it to comply with its Tier 4 Sponsorship duties, including (without limitation) information on attendance of Students at the Practice. Information will be provided to the University as soon as possible and in any event within 10 days to allow the University to comply with any time constraints imposed on the University by the Home Office. The Practice shall inform the University of any breach by a Student of the terms of that Student's visa, on the Practice becoming aware of such breach.

4.3 Responsibilities of the University

- 4.3.1 The University shall carry out Quality Monitoring to ensure that the Services are being delivered at the performance and quality levels set out in the Schedules herein. The Practice shall co-operate with the University and provide the University with such assistance as is requested by the University in order for the University to undertake the Quality Monitoring. Quality Monitoring shall not relieve the Practice of any of its obligations under this Agreement.

- 4.3.2 In consideration of the Practice providing the Services, the University shall make payments to the Practice in accordance with Schedule B.

4.4 Termination and Removal from Placement

- 4.4.1 Subject to Clause 4.4.4, either Party may terminate this Agreement early by giving the other Party a minimum of ninety (90) days prior written notice.
- 4.4.2 Subject to Clause 4.4.4, each Party (the “Non-Defaulting Party”) shall be entitled to terminate this Agreement immediately upon written notice to the other Party (the “Defaulting Party”), upon the occurrence of any of the following events:
- 4.4.2.1 material breach of any provision of this Agreement by the Defaulting Party which, if capable of remedy, is not remedied within fourteen (14) days from the date of written notice from the Non-Defaulting Party requesting the Defaulting Party to remedy such breach;
 - 4.4.2.2 the commencement of insolvency proceedings, winding up, liquidation, or other equivalent proceedings in relation to the Defaulting Party;
 - 4.4.2.3 if it becomes unlawful for the Defaulting Party to perform all or any of its obligations under this Agreement or any document referred to in it or any authorisation, approval, consent, licence, exemption, filing, registration or notarisation or other requirement of any governmental, judicial or public body or authority necessary to enable the Defaulting Party to comply with its obligations under this Agreement or any document referred to in it or to carry on its business is not obtained or, having been obtained, is modified, revoked, suspended, withdrawn or withheld or fails to remain in full force and effect; or
 - 4.4.2.4 an event of force majeure, being any cause preventing any Party from performing any or all of its obligations under this Agreement for a continuous period of more than 90 Business Days which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented and which could not have been avoided by that Party acting in accordance with good practice including, strikes, lockouts or other industrial disputes (in each case not solely confined to the workforce of the relevant Party), protests, act of God, war or national emergency, threat or act of terrorism, riot, civil commotion, malicious damage, accident, fire or explosion.
- 4.4.3 Subject to clause 4.4.4, the University may terminate this Agreement immediately without penalty on written notice to the Practice in the event that:
- 4.4.3.1 any act or omission of the Practice may reasonably be considered by the University to be prejudicial to the reputation of the University; or
 - 4.4.3.2 in the reasonable opinion of the University the Services (including for the avoidance of doubt the provision of the Placement) are not being provided to the satisfaction of the University and a Student’s ability to develop the core learning requirements for progression on and successful completion of the MBBS are at risk.
- 4.4.4 Termination of this Agreement is subject to an obligation on each of the Parties to ensure that satisfactory arrangements are put in place for existing Students on the Programme, and those to whom an offer of a place on the Programme has been made, to enable such Students to complete their placement.
- 4.4.5 Following the expiry or termination of this Agreement for any reason whatsoever:

- 4.4.5.1 each Party shall immediately cease to use in any manner whatsoever the Intellectual Property belonging to the other Party; and
- 4.4.5.2 if requested, each Party shall return to the other Party at its own expense all material in its possession belonging to the other Party relating to the Programme and/or the Placements and shall return or destroy (at the option of the other Party) all Confidential Information of the other Party then in its possession or control, provided that nothing in this clause 4.4.5.2 shall require a Party to return or destroy any documents and materials containing or based on the other Party's Confidential Information that the Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction, to which it is subject. The confidentiality provisions of this Agreement shall continue to apply to any documents and materials retained by a Party pursuant to this clause 4.4.5.2.
- 4.4.6 The termination or expiry of this Agreement for any reason is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination.
- 4.4.7 The Clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination or expiry of this Agreement howsoever arising.
- 4.4.8 Without prejudice to any other rights or remedies of the University (including, without limitation, the rights of the University in clause 4.4.12 and the right to terminate this Agreement), the University shall have the right to remove a Student or Students from a Placement and cancel the relevant Placement or Placements, and/or cancel one or more Placements that have been commissioned but have not yet commenced, in the following circumstances:
- 4.4.8.1 any act or omission by the Practice which may reasonably be considered by the University to be prejudicial to the reputation of the University;
- 4.4.8.2 in the reasonable opinion of the University the Services (including for the avoidance of doubt the provision of the Placement) are not being provided to the satisfaction of the University and a Student's ability to develop the core learning requirements for progression on and successful completion of the MBBS are at risk;
- 4.4.8.3 the Student ceases to be enrolled as a student at the University or is otherwise unable or unwilling to carry out the Placement; or
- 4.4.8.4 the University determines, in accordance with its own rules and regulations in respect of such matters, that a Student should not undertake or continue to undertake the Placement for whatever reason.
- 4.4.9 The Practice has the right to remove a Student from a Placement if, acting reasonably, it considers that a student's conduct or professional suitability presents a risk to patient or service user safety in a way which is in breach of the University's Medical Student [Code of Conduct](#)¹. If the Practice exercises its right in this clause 4.4.9, the Practice shall inform the University's Primary Care Medical Education Team within one Business Day.
- 4.4.10 If the University exercises its rights under clause 4.4.8 or clause 4.4.12, and as a result there are no longer any Students undertaking a Placement at the Practice, then the University may terminate this Agreement immediately on notice to the Practice. If the Practice exercises its rights under clause 4.4.9, and as a result there are no longer any Students undertaking a Placement at the Practice, then either the University or the Practice may terminate this Agreement immediately on notice to the other Party.

- 4.4.11 Without prejudice to any other rights or remedies of the University, if the University exercises its rights pursuant to clause 4.4.8, and/or the Practice exercises its rights pursuant to clause 4.4.9 then no payments shall be made by the University to the Practice in respect of the period of the Placement that the Student does not undertake.
- 4.4.12 The University shall have the right to cancel a Placement for any reason at any time before the Placement has commenced, and if the University cancels a Placement before it has commenced other than for the reasons set out in clause 4.4.8:
- 4.4.12.1 two (2) weeks or less before the planned Placement commencement date, then the University will pay 25% of the agreed teaching rate to the Practice; or
- 4.4.12.2 more than two (2) weeks in advance of the planned Placement commencement date, then there will be no payment by the University for the Placement.
- 4.4.13 Any Placement that is cancelled by the Practice before commencement of the Placement will not be paid for by the University, and the Practice shall inform the University as soon as possible about any cancellations.
- 4.4.14 Where the University considers it reasonable to do so, the University shall consult with the Practice before removing a Student from a Placement pursuant to clause 4.4.8. Where the Practice considers it reasonable to do so, the Practice shall consult with the University before removing a Student from a Placement pursuant to clause 4.4.9.

4.5 Risk Management

- 4.5.1 Both Parties shall work together to manage the risks relating to this Agreement and shall maintain appropriate systems for identifying, managing and mitigating risks. Should a risk be identified, the Party concerned shall bring it to the attention of the other Party when known. The Practice shall use reasonable endeavours to mitigate any risk to the delivery of the Services in accordance with the terms of this Agreement, including the quality and performance requirements set out herein.

4.6 Confidential Information

- 4.6.1 Each Party (the "Receiving Party") shall keep in strict confidence all Confidential Information which has been disclosed to, or otherwise obtained by, the Receiving Party from or on behalf of the other Party (the "Disclosing Party"), its employees, agents or subcontractors, and any other Confidential Information concerning the Disclosing Party's financial affairs, business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents, subcontractors and professional advisers as they need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents, subcontractors and professional advisers are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause shall cease to apply:
- 4.6.1.1 to any information which is or comes into the public domain through no default of either Party (or any person for whom either Party is responsible); or
- 4.6.1.2 to any information which is required to be disclosed by operation of statute, by a court of law or other competent tribunal, or any government body or other regulatory authority; or
- 4.6.1.3 to any information which is required to be disclosed by the University to Health Education England pursuant to any obligation owed by the University to Health Education England.

- 4.6.2 Each Party shall on demand and on termination of this Agreement surrender to the other Party all materials relating to the other Party's Confidential Information in its or its personnel's, agents' or representatives' possession.
- 4.6.3 Unless otherwise agreed by the University and the Practice, no disclosure, announcement, circular, advertisement or publication or any form of marketing or public relations exercise in connection with the subject matter or the terms of this Agreement or the existence of this Agreement and the Parties to it shall be made by or on behalf of the Practice without the prior written approval of the University (acting reasonably).
- 4.6.4 Neither Party to this Agreement shall use or refer to the name, logo or any other designation of the other Party without the prior written consent of that other Party (such consent not to be unreasonably withheld or delayed). All publicity and marketing materials to be used in relation to the Programme which refer to the other Party or contain any of the logos, trademarks or other intellectual property of the other Party, shall be submitted by the relevant Party to the other Party for prior written approval. The Parties shall immediately cease to use in any manner whatsoever such materials and the logos, trademarks or other intellectual property rights of the other Party upon termination or expiry of this Agreement for any reason.
- 4.6.5 Nothing in this Clause 4 shall prevent either Party from complying with any applicable law or prevent the University from complying with its policies, procedures and regulations in place from time to time, including providing its Students and prospective Students and/or (pursuant to the University's obligations to the HEE) the HEE or any other regulatory body, with any relevant information in relation to any Placements and the Services.

4.7 Freedom of Information and Data Protection

- 4.7.1 The Parties shall each comply with the Freedom of Information Act 2000 (the 'FOIA') and any amendments thereto, except where a Party is not subject to the provisions of this Act ("Private Providers"). Each Party shall provide reasonable assistance and co-operation to the other Party to enable the other Party to comply with its obligations under the FOIA.
- 4.7.2 Subject to Clause 4.7.3, the Party in receipt of a request for information under the FOIA in relation to this Agreement shall as far as is reasonably practicable and to the extent that it is permitted to do so, inform the other Party of such request for information and shall consult with the other Party prior to disclosing any information.
- 4.7.3 The Party in receipt of a request for information will be solely responsible for determining whether any information, regardless of whether or not it is Confidential Information:
- 4.7.3.1 is exempt from disclosure in accordance with the provisions of FOIA; and/or
 - 4.7.3.2 is to be disclosed in response to a request for information and any resulting disclosure by that Party shall be deemed not to be a breach of the confidentiality provisions in this Agreement.
- 4.7.4 Each Party agrees to comply with its obligations as set out in Schedule C (Data Protection) of this Agreement.

4.8 Compliance with Law

- 4.8.1 The Practice shall take all reasonable steps to secure that all servants, employees or agents of the Practice and all sub-contractors employed in the performance of this

Agreement do not unlawfully discriminate nor bully, harass nor intimidate Students or other staff members in connection with the Services provided pursuant to this Agreement and the Practice shall have policies in place to prevent such bullying and/or harassment and/or intimidation.

- 4.8.2 The Practice shall at all times comply with the Equality Act 2010 and any other relevant legislation relating to discrimination in providing the Services and the employment of employees for the purpose of providing the Services as well as any statutory duty on public authorities to promote equality and diversity and to prohibit discrimination in employment practices and in the exercise of public functions under the Equality Act 2010 or any associated legislation, pursuant to which the Practice has a positive duty to promote equality.
- 4.8.3 The Practice shall ensure that the hours of Placement time meet the requirements of the Working Time Regulations 1998 (as amended), in accordance with the University's attendance and engagement policy.
- 4.8.4 The Parties shall comply with their respective obligations in Schedule E.

4.9 Intellectual Property

- 4.9.1 Nothing in this Agreement shall operate to transfer ownership of a Party's Background Intellectual Property. Each of the Parties hereby grants to the other Party a non-exclusive and non-transferable licence to use its Background Intellectual Property which is made available for use by the other Party in relation to this Agreement, for the term of this Agreement and only to the extent necessary to fulfil the other Party's obligations under this Agreement and/or, in the case of the University, in the delivery of the Programme.
- 4.9.2 Any Foreground Intellectual Property shall be, as between the Parties, the sole and exclusive property of the Party or the employee(s) of the Party (as applicable in accordance with the Party's relevant intellectual property policy) creating or developing it. Each of the Parties hereby grants to the other Party for the term of this Agreement a non-exclusive and non-transferable licence to use its Foreground Intellectual Property which is made available for use by the other Party in relation to this Agreement, only to the extent necessary to fulfil the other Party's obligations under this Agreement and/or, in the case of the University, in the delivery of the Programme.
- 4.9.3 Any Foreground Intellectual Property created or developed jointly by the Parties shall be the sole and exclusive property of the University.
- 4.9.4 Ownership of any Intellectual Property created or developed by a Student will be determined in accordance with the terms of the applicable student intellectual property policy of the University, unless otherwise agreed in writing by the Parties.
- 4.9.5 The Practice undertakes not to knowingly do anything which in the reasonable opinion of the University would be detrimental to the University's good name, reputation and/or standing.

4.10 Liability and Insurance

- 4.10.1 The Parties agree and acknowledge that any materials prepared by a Party under this Agreement or in relation to the Placement shall have been prepared from such Party's own perspective and expertise and the Party preparing such materials shall remain responsible for the content, accuracy and quality thereof. No Party shall have any liability for the content of the materials prepared by another Party.

4.10.2 The Practice shall:

4.10.2.1 ensure that it has in place standard liability cover in accordance with Care Quality Commission (CQC) requirements during the term of this Agreement and for a period of two years thereafter, which shall include:

4.10.2.1.1 appropriate insurance cover in respect of the Students whilst on any premises owned and controlled or for the time being in use by the Practice for the purposes of the Placement; and

4.10.2.1.2 insofar as not covered by the NHS Indemnity Schemes, appropriate insurance cover for employers' liability, public liability, clinical negligence and professional indemnity to cover any loss, injury or damage caused by and in respect of the Students and their acts and omissions during the Placement equivalent to the cover the Practice has in place (whether under the NHS Indemnity Scheme or otherwise) in respect of its own staff.

The Practice shall also procure that each GP Tutor acting as an educational supervisor has in place standard clinical indemnity insurance, which covers supervisory work in respect of Placements;

4.10.2.2 be responsible for:

4.10.2.2.1 the health, safety and welfare of (i) Students on Placement and (ii) any patients and Practice staff that Students engage with in the course of their Placement and (iii) third parties that Students engage with in the course of the Placement; and

4.10.2.2.2 ensuring supervision of Students during the course of a Placement under a named educational supervisor who is engaged by the Practice.

4.10.2.3 satisfy itself that the procedures adopted by the University to undertake the checks and clearances are appropriate and accept as valid the DBS Checks and occupational health checks carried out by the University pursuant to Clause 4.10.3.3;

4.10.2.4 acknowledge that Students who already possess a DBS disclosure certificate and who subscribe to the DBS update service may take their certificate from role to role, and hence additional DBS checks shall not be required to be undertaken by the University pursuant to Clause 4.10.3.3 for any Student who produces a valid DBS disclosure certificate.

4.10.3 The University shall:

4.10.3.1 ensure that Students placed with the Practice are registered as full-time medical students at the University;

4.10.3.2 ensure that Students are informed of the professional standards required of them as set out in the Medical School's Code of Conduct;

4.10.3.3 ensure that prior to commencing the Placement, the Students have had all relevant checks and clearances required under Department of Health guidance and any guidance issued by the Professional and Regulatory Bodies in advance of the commencement of the Placement, including [Disclosure and Barring Service policy \(DBS\)](#)² checks occupational health clearance(s), and checks on qualifications;

4.10.3.4 use its best endeavours to receive and evaluate the outcome of the checks and requests for clearances referred to in Clause 4.10.3.3, and take any necessary action in relation to any Student before that Student commences a Placement; and

4.10.3.5 ensure, following receipt by the University of the results of the checks and clearances referred to in 4.10.3.3, that where any Student declares that he or she has committed a criminal act, or it is found (to the extent not disclosed by the results of the checks or clearances) that he or she has a criminal record or a (non-health) disclosure that may affect his or her fitness to undertake the Placement or

- a health issue which may affect his or her fitness to undertake the Placement, such a disclosure is investigated by the University, and the University takes any necessary action using the decision-making process that is detailed in the University's Fitness to Practise Procedure (as in force at the relevant time); and
- 4.10.3.6 advise all Students to take out student membership of the Medical Defence Union or Medical Protection Society as part of the Medical Student Code of Conduct.
- 4.10.4 Subject to Clause 4.10.6, the University shall not be liable for the acts or omissions of Students in the course of a Placement.
- 4.10.5 Subject to Clause 4.10.6, no Party shall have any liability to the other for:
- 4.10.5.1 any special, incidental, consequential, exemplary, punitive or indirect damages, losses, costs or expenses; and
- 4.10.5.2 any loss, damage, cost, liability or expense to the extent that such loss, damage, cost, liability or expense arises from the acts or omissions, or any misrepresentation or any other default on the part of the officers, employees and agents of the other Party.
- 4.10.6 Nothing in this Agreement will or is intended to limit or exclude a Party's liability for:
- 4.10.6.1 fraud or fraudulent misrepresentation;
- 4.10.6.2 death or personal injury caused by its negligence; or
- 4.10.6.3 any other matter which may not be excluded or restricted by law.

4.11 Compliance with anti-bribery legislation

- 4.11.1 The Practice shall:
- 4.11.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 4.11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 4.11.1.3 comply with such ethics, anti-bribery and anti-corruption policies of the University from time to time in force as are provided to the Practice from time to time;
- 4.11.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 4.11.1.2, and will enforce them where appropriate; and
- 4.11.1.5 promptly report to the University any request or demand for any undue financial or other advantage of any kind received by the Practice in connection with the performance of this Agreement.
- 4.11.2 Breach of this clause 4.11 shall be deemed a material breach under clause 4.4.2.
- 4.11.3 The Practice shall ensure that any person associated with the Practice who is providing services in connection with this Agreement does so only on the basis of a written

contract which imposes on and secures from such person terms equivalent to those imposed on the Practice in this Clause 4.11 (“Relevant Terms”). The Practice shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the University for any breach by such persons of any of the Relevant Terms.

- 4.11.4 For the purposes of this Clause 4.11, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 4.11 a person associated with the Practice includes but is not limited to any subcontractor of the Practice.

4.12 Dispute Resolution

- 4.12.1 If at any time a dispute arises in connection with this Agreement or if a Party considers that the other Party is in breach of any of the terms of this Agreement, then prior to raising any court action the Parties agree to first implement the following settlement procedure:

4.12.1.1 the Party raising the dispute (the “Complaining Party”) will submit a detailed written notice formally requiring the other Party to take steps to remedy or prevent the breach or other conduct or omission in respect of which the dispute has arisen; and

4.12.1.2 if within 14 days of receipt of the notice described in Clause 4.12.1.1 the other Party fails to agree to perform a course of action which satisfies the Complaining Party (acting reasonably), the Practice and the University shall meet at a mutually convenient time but not later than 20 days following the date of the formal written notice described in Clause 4.12.1.1 in order to attempt a resolution of the dispute.

- 4.12.2 Throughout the settlement procedure described in this Clause 4.12 the Parties agree to use all reasonable efforts to resolve the dispute in good faith.

- 4.12.3 If the dispute has not been resolved pursuant to Clause 4.12.1 within 28 days of receipt of the notice under Clause 4.12.1.1, either Party may take such further steps as it considers appropriate to resolve the dispute, including the initiation of court proceedings.

- 4.12.4 Nothing in this Clause 4.12 shall operate to restrict either Party’s rights to apply to a court for the preservation of its legal rights or for emergency or interlocutory or interim relief (including, for the avoidance of doubt, injunctive relief).

4.13 Invalid Provisions and Waivers

- 4.13.1 If any provision (or part of a provision) of this Agreement is found by a court or other administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

- 4.13.2 If any invalid, unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

- 4.13.3 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude

or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

4.14 Audit

- 4.14.1 Without prejudice to the other provisions of this Agreement, each Party shall have a right to inspect the content and to ensure that the other Party is exercising all due diligence in the performance of its obligations under this Agreement. Each Party shall liaise with the other in relation to their performance in respect of the policies, and procedures of the other (as notified to the other in writing) and shall take such steps as may be reasonably required for compliance with such best practice, systems and procedures.
- 4.14.2 In the event that any audit of the Practice by a third party raises any concerns or complaints with regard to performance by the University of its obligations under this Agreement then the Practice shall refer such concern or complaint to the University.

4.15 Successors and Assigns

- 4.15.1 The University and the Practice hereby acknowledge and agree that this Agreement shall be binding on, and shall enure to the benefit of, the University and the Practice and their respective successors in title and permitted transferors and assigns.
- 4.15.2 Neither Party may assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.

4.16 Agency/Partnership

- 4.16.1 Nothing contained in this Agreement shall be construed so as to constitute either Party to be the agent of the other.
- 4.16.2 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties nor operate so as to create a relationship of employer and employee or principal and agent.

4.17 Force Majeure

- 4.17.1 Neither Party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party.

4.18 Counterparts

- 4.18.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

4.19 Entire Agreement

- 4.19.1 This Agreement shall constitute the entire agreement between the Parties in connection with its subject matter and this Agreement supersedes all prior representations, communications, negotiations and understandings whether written or oral concerning the subject matter of this Agreement.

4.20 Variation

- 4.20.1 The Parties may, by mutual agreement, vary the terms of this Agreement. Any variation to this Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.
- 4.20.2 The Parties acknowledge that any variations to this Agreement will be dependent on the availability of funding and the specific requirements of Health Education England; and/or on the regulatory requirements of the University; and/or on the [Standards and Outcomes for Undergraduate Medical Education](#)³ set out by the General Medical Council.

4.21 Notice

- 4.21.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by e-mail to the relevant Party's email address appearing below:
- 4.21.1.1 for the University: pcphmeded@ucl.ac.uk, or such other e-mail address as the University shall notify to the Practice in writing for this purpose from time to time in accordance with these provisions;
- 4.21.1.2 for the Practice: the email address provided in [Section 1 Form of Agreement](#), or such other e-mail address as the Practice shall notify to the University in writing for this purpose from time to time in accordance with these provisions.
- 4.21.2 Any notice or communication shall be deemed to have been received at the time of sending the e-mail (except that if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient or that the recipient is out of the office, that e-mail will be deemed not to have been served).
- 4.21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

4.22 Contracts (Rights of Third Parties) Act 1999

- 4.22.1 A person who is not a Party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

4.23 Governing Law and Jurisdiction

- 4.23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and interpreted in accordance with English Law.
- 4.23.2 The Parties agree that this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

Schedule A The Services

Section AA Obligations and Principles

The Practice shall comply with all its obligations and the requirements in this Schedule A.

The Practice shall ensure that each Student has a named Educational Supervisor for the duration of their Placement and that each Student is supervised throughout their Placement at a level appropriate to their stage of training.

Section 1 Governance and Management

Medical School Representatives and Contract Management

The MBBS is managed by the Medical School within the governance structures and academic regulations of the University.

In order to commission, coordinate and quality assure Placements and to determine the academic content, the Medical School appoints:

- i. A Director of Undergraduate Medical Education (Primary Care and Community) who reports to the Director of UCL Medical School/MBBS Programme Lead
- ii. An Academic Module Lead for the Integrated and Community Care Patient Pathway who reports to the Medical School's Academic Lead for Clinical and Professional Practice in areas relating to the academic content and operational delivery of this patient pathway, and to the Director of Undergraduate Medical Education (Primary Care and Community) in areas relating to the commissioning and quality assurance of Community Placements.
- iii. An Academic Lead for Community-based Student Selected Components who reports to the Medical School's Academic Leads for Years 1 and 2

The University Director of Undergraduate Medical Education (Primary Care and Community) chairs the University's MBBS Community and Primary Care Teaching Committee which has responsibility for monitoring compliance with this Agreement; for commissioning Community Placement Providers; for reviewing evidence from associated quality review mechanisms; reviewing changes to the MBBS curriculum which may affect the delivery of teaching during a Placement; and for reviewing undergraduate tariff allocations with a specific focus on the promotion of excellence in education. This Teaching Committee reports to the University's MBBS Teaching Committee.

The University's Academic Lead for Clinical and Professional Practice chairs a University MBBS Teaching Committee for Clinical and Professional Practice which reports to the University's MBBS Teaching Committee. This committee has responsibility for monitoring the academic content and operational delivery of Clinical and Professional Practice Modules in the curriculum, which includes the Integrated and Community Care Patient Pathway.

The University Academic Leads for Years 1 and 2 chair the MBBS Year Teaching Committees which report to the University MBBS Teaching Committee. This committee has responsibility for monitoring the commissioning and delivery of Student Selected Components in these two years of the programme.

The University Director of Undergraduate Medical Education (Primary Care and Community) the University Academic lead for Clinical and Professional Practice and the University Academic Leads for Years 1 and 2 are members of the Medical School's MBBS Executive Committee which is chaired by the Director of UCL Medical School.

1.2 Practices: Authorised Representatives and Contract Management

A suitably qualified GP Tutor or a nominated member of Practice staff shall be appointed by the Practice to be the Practice's representative and to liaise with the Medical School.

1.3 Medical School: MBBS Regulations, policies and procedures

The Practice shall comply with the University's [policies and regulations](#)⁴, identified to the Practice by the University.

Section 2 Organisation and delivery

The University and the Practice shall co-operate in good faith with regard to their respective obligations in regard to the provision of NHS funded undergraduate medical education and training. The Parties acknowledge that the University cannot guarantee minimum and maximum numbers of Students for Placements, but this will be confirmed by the Primary Care Medical Education Team in advance before each Placement.

2.1 The Process of Organisation and Delivery

The Research Department of Primary Care and Population Health manages Placement allocations within the following parameters:

2.1.1 Placements are organised annually, based on Student number predictions, Student choices, quality assurance data and notification from practices of the number of places available.

2.1.2 The duration of Placements is determined by the MBBS teaching committees and working groups as the MBBS curriculum is developed and reviewed.

2.2 Pre-Placement Preparation

The Medical School shall inform the Practice of Student allocations, dates of attachments, learning materials, learning outcomes, workplace-based assessments and other curriculum or management information deemed necessary to meet the education, training, and assessment requirements for each Placement; shall ensure that Students are informed of the professional standards required of them and the penalties for failing to comply; shall carry out [Disclosure and Barring Service checks](#)⁵ and Occupational Health screening required prior to patient contact; and shall liaise with the Practice in the event of concerns about a Student's safety, wellbeing or fitness to practise as set out in the University's [Policies and Regulations](#)⁶.

Prior to commencement and during a Placement, the Medical School shall:

2.2.1 Ensure that every Student is monitored according to the Medical School's [Close Supervision](#)⁷ and [Fitness to Practise](#)⁸ policies. The Medical School's Close Supervision policy has provision for information to be shared via the Medical School's Divisional Tutor to the University Director of Undergraduate Medical Education (Primary Care and Community) to GP Tutors. Notification of Fitness to Practise issues is made in accordance with the Medical School's Fitness to Practise policy and the provisions of the Data Protection Laws. A decision to share personal information relating to fitness to practise concerns will be made on a case-by-case basis and the Student will be informed of the decision.

Section 3 Placement Requirements

3.1 Teaching Programmes

Practices shall ensure: adequate provision of high quality teaching staff, a range of teaching and learning experiences, access to the necessary range of cases to support learning outcomes, an appropriate mix of teaching types, and that the form of delivery of clinical training shall be agreed with the University as specified in course documentation and minimum specifications provided by the University.

To achieve the standards specified by the Medical School, the Practice shall ensure:

3.1.1 High quality teaching staff

- Where providing clinical teaching, the Practice shall ensure that teaching staff meet the [Medical School's Standards for Clinical Teachers](#)⁹ to enable Students to acquire the skills and knowledge specified in the MBBS curriculum;

- Where providing clinical teaching, Practices shall ensure that contribution to teaching and teaching excellence is recognised and features in annual reviews/appraisals.

3.1.2 Range of teaching and learning experiences and appropriate mix of teaching types

For placements, the range of teaching and learning experiences and Student attendance requirements will be further specified in documentation provided by the Primary Care Medical Education Team for these Placements, including aims and objectives and teaching and learning materials, which the Practice shall comply with.

GP Tutor guides for each study year and subject are available on the Primary Care and Population Health [website](#)¹⁰, and list the expected outcomes for each placement, as well as suggestions for teaching delivery.

In accordance with the [GMC's Promoting Excellence](#)¹¹, Practices shall facilitate appropriate opportunities for multi-professional and inter-professional learning, enable Students to become members of the multidisciplinary team and allow team members to make reliable judgements about students' abilities, performance and progress.

3.1.3 Teaching time and student attendance

The Practice shall monitor Student attendance and report any Student absence to the University between 9 am and 5 pm Mon-Fri in accordance with the Medical School's Attendance and Engagement Policy.

3.1.4 Cancellation of teaching

The Practice shall make every effort to ensure that scheduled teaching obligations are met at the proper time and place, other than in exceptional circumstances of clinical urgency.

Where cancellation of teaching sessions is unavoidable due to clinical urgency or tutor illness, the Practice shall undertake to:

- arrange internal cover whenever possible
- give as much notice as possible to Student(s)
- report the problem causing the cancellation to the Primary Care Medical Education team.

The University shall not pay the Practice for any committed teaching which forms part of a Placement which is cancelled by the Practice.

3.2 Access to Patients or Service Users

Practices shall provide appropriate access to patients or service users to meet the University's learning objectives.

3.3 Clinical Standards and Guidelines

Practices shall ensure that all Placements meet specific standards and guidelines as set out in on the Primary Care and Population Health [website](#)¹².

3.4 Assessments and feedback

Practices shall adhere to the requirements and timescales set by the Medical School and communicated to Practices by the University's Primary Care Medical Education team relating to assessment and feedback.

3.5 Teaching Staff and Support

Where providing clinical Placements, Practices shall include sufficient time for undergraduate teaching in their clinical service provision, and ensure:

3.5.1 Active support for teaching staff to participate in development and training programmes;

3.5.2 Active engagement with the Primary Care Medical Education GP Tutor development programme.

3.6 Teaching Space

Practices shall provide:

3.6.1 Students access to all appropriate [clinical and/or non-clinical facilities](#)¹³ for the purposes of formal education programmes, clinical instruction, assessment purposes provided that patient/service user care and confidentiality are not compromised; and

3.6.2 Staff and Student access to all general equipment and facilities required for patient care appropriate to the learning objectives of the Placement as determined by the relevant course materials available online.

3.7 Medical Records

The Practice shall provide appropriate access to IT services including, during normal working hours,

- appropriate access to clinical systems in the clinical setting
 - electronic patient records
- web access to UCL remote services including Live@UCL and Desktop@UCL Anywhere, UCL Library, Moodle and Lecturecast

3.8 Equipment

Where providing clinical Placements, the Practice shall provide appropriate protective personal equipment to enable Students to take universal health and safety precautions.

3.9 Health and Safety

The Practice shall ensure the health, safety and welfare of Students and provide Students with the same degree of Health and Safety support as it provides to Practice employees.

To achieve the standards specified by the University, the Practice shall comply with Medical School health and safety [policies](#)¹⁴.

Specifically (and without limitation) the Practice shall:

3.9.1 ensure that the Students are closely supervised at all times with regard to their involvement in clinical work; receive the necessary training in basic procedures by qualified staff employed by the Practice to ensure the risk of injury is minimised; and obtain patient consent in compliance with the University's process and policy for Patients in Medical Education; supervision of teaching and learning of a quality and quantity appropriate to the Placement and in the relevant locations;

3.9.2 ensure that Students on Placement are not put in a situation, either clinical or non-clinical, which is likely to develop beyond their capacity to cope or expose them to inappropriate risk;

3.9.3 provide an appropriate induction for Students to the Practice's facilities, policies and procedures, including health and safety, and provides copies of relevant policies and procedures to the Medical School if requested;

3.9.4 provide Students with the same degree of access to local emergency assessment and treatment services after accidents or incidents as is provided to the Practice employees;

- 3.9.5 ensure that potential exposure to Blood Borne Viruses (BBVs) complies with the Medical School's policy on [Immunisation Status and BBVs3](#)¹⁵;
- 3.9.6 notify the University of any additional vaccination or immunity assessment requirements beyond those required by the Medical School;
- 3.9.7 report any accidents or incidents involving Students to the Primary Care Medical Education Team as soon as reasonably practicable and in any event within 24 hours;
- 3.9.8 comply with the Medical School's [Harassment and Bullying guidance](#)¹⁶ and [Whistleblowing policy](#)¹⁷ in any incident(s) involving Students during a Placement;
- 3.9.9 assist the Medical School where appropriate with Students who raise concerns about practices during a Placement, and to direct concerns raised about Students during a Placement to the Medical School Divisional Tutor, in accordance with the Medical School's Whistleblowing policy and procedures;
- 3.9.10 assist the Medical School where appropriate in any Student Fitness to Practise proceedings in compliance with the Medical School's [Fitness to Practise Policy](#)¹⁸, which is in turn informed by guidance and requirements from the GMC.

Section 4 Monitoring and Quality Management

The obligations of the Practice shall be monitored by the Medical School and where applicable, in conjunction with the University; and the Practice shall demonstrate a proper concern for quality and the Medical School may withhold funding for breaches of the Practice's obligations in relation to quality control and performance management.

4.1 Monitoring

- 4.1.1 In monitoring compliance by the Practice, the University Director of Undergraduate Medical Education (Primary Care and Community) will liaise with the GP Tutor appointed by the Practice, who has responsibility for ensuring compliance with this Agreement. The methods used for monitoring the quality of undergraduate medical education and training will be determined by the Medical School's Quality Monitoring and Enhancement Committee (mQMEC). The Practice shall co-operate with the University in relation to any monitoring undertaken by or on behalf of the University.

4.2 Quality Management

- 4.2.1 To evidence compliance by the Practice with the standards required, the Medical School is required by the University to make an annual return on the standard of clinical Placements provided.
- 4.2.3 To enable the Medical School to monitor compliance by Practices with GMC and Medical School standards, quality management is carried out by the University's Academic Lead, who will provide the Medical School and the Practices with relevant information on each year's activity. The quality of services to Students shall be reviewed through these processes and the Medical School will notify the Practice if services of an appropriate quality are not being provided.
- 4.2.4 Methods of monitoring the quality of the provision of teaching and facilities are co-ordinated and delivered by the University's Academic Lead for Quality and Assurance, which reports to The University. Current methods include:
 - Medical University Annual Return (MEPAR)
 - [Student Evaluation Questionnaires](#)¹⁹ (SEQ)

- [Raising concerns system](#)²⁰
- Student assessments
- Peer review
- Reports from teachers
- Site visits by the Primary Care Medical Education Team.

4.2.5 To assist in enabling the Practice to achieve the required standards, the Medical School shall:

- operate clear and transparent systems for Students and teachers to raise concerns about patient safety and the standard of care and education;
- evaluate and review regularly the curriculum and assessment frameworks to ensure that standards are being met and to improve the quality of undergraduate medical education and training;
- implement regularly SEQs and report outcomes in accordance with the Medical School's schedule of questionnaires, data collected and distribution lists¹³;
- evaluate information about Student performance, progression and outcomes by collecting, analysing and using data on quality and on equality and diversity;
- collect, manage and share all necessary data and reports to meet GMC approval requirements;
- provide regular and timely feedback to the Practice on the results of quality monitoring of clinical teaching and facilities and enabling comparison between sites;
- monitor the delivery of education at the Practice using appropriate and robust quality assurance mechanisms compliant with the standards of the General Medical Council and other regulatory bodies as appropriate to monitor to ensure that Practices meet their obligations;
- identify deficiencies in teaching or in facilities used to support teaching and inform the GP Tutor of such deficiencies in order for the Practice to take necessary action to resolve them.

4.3 Complaints and Disciplinary Issues

The University is responsible for managing Student concerns, complaints and disciplinary issues.

4.3.1 The University's mechanisms for managing Student concerns and complaints are:

- The University's Student Complaints Procedure set out in the University's [Academic Manual](#)²¹
- The Medical School's [Raising Concerns Portal](#)²²
- The Medical School's [Student Support Services](#)²³
- Medical [Student Evaluation Questionnaires](#)²⁴

4.3.2 Where a Student has concerns or complaints about the conduct or professionalism of a member of staff employed by the Practice, the University Director of Undergraduate Medical Education (Primary Care and Community) will discuss these with the Student and liaise with the Practice, which has responsibility for taking appropriate action through local policies and procedures, working at all times in collaboration with the Medical School's Divisional Tutor to ensure that Student rights are protected.

4.3.3 Where a patient or a member of staff employed by the Practice has concerns or complaints about the conduct or professionalism of a Student, the Practice representative shall liaise with the Medical School's Divisional Tutor, who has responsibility for taking appropriate action through the University's policies and procedures, including:

- The University's Student Disciplinary Code and Procedure set out in the University's [Academic Manual](#)
- The Medical School's [Fitness to Practise Policy and Procedures](#)²⁵

- The Medical School's Student Module Reports and workplace-based assessments
- The Medical School's Reports of [Concerns over Attendance and Engagement](#)²⁶ (CoAE)
- The Medical School's Reports of [Concerns over Professional Behaviour](#)²⁷ (CoPB)

Schedule B Payments and Finance - Primary Care Placements

1 Funding

Activity as measured in Student Full Time Equivalents (FTE) is calculated on the basis of the number of Students on a Placement with the Practice and the length and nature of each Placement; the rate per FTE, as set by the SLMS Department of Primary Care and Population Health within the Undergraduate Medical Tariff set by Health Education England, is then applied. The rates and method of calculation are published on the Departmental [website](#)²⁸, and the amounts payable to the Practice are communicated directly by the SLMS Department of Primary Care and Population Health;

2 Payments

- 2.1 Payment to Primary Care Practices is made via the SLMS Department of Primary Care & Population Health on behalf of the Medical School subject to funding being received by the University from Health Education England (HEE) under the terms of the SLA-HEE between Health Education England and the University and in accordance with the terms for payment set out therein.
- 2.2 The Finance Administrator will send an invoice within two weeks of Placement completion to the Practice for approval and signature.
- 2.3 Signed invoices should be returned to the Finance Administrator, who will raise a Purchase Order and process the payment through Accounts Payable, UCL Finance Department, Gower Street, London WC1E 6BT.
- 2.4 Payment of undisputed invoices submitted in accordance with this Agreement for payment shall be made by the University within 30 days of receipt of such invoice, provided that the University has received from Health Education England the funding required to make the payment, pursuant to the SLA-HEE between Health Education England and the University.
- 2.5 Clause 4.4 sets out the payment arrangements where a Placement is cancelled. The University shall not pay the Practice for any committed teaching which forms part of a Placement which is cancelled by the Practice.
- 2.6 All sums payable by the University to the Practice under this Agreement are exclusive of Value Added Tax. Should Value Added Tax become payable on the Services pursuant to a change in applicable law or regulations, then the University shall, on receipt of a valid VAT invoice from the Practice, pay to the Practice such additional amounts in respect of Value Added Tax as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

Schedule C Data Protection

1. Data Protection

1.1. In this paragraph 1, the following terms have the following meanings:

- (a) **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- (b) **Data Protection Laws** means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
- (c) **Data Subject** means the individual to whom the Personal Data relates;
- (d) **Personal Data** means any information relating to an identified or identifiable living individual;

- (e) **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly; and
- (f) **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

1.2. Subject to paragraph 1.5, the Parties acknowledge and agree that where a Party Processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.

1.3. In respect of the Personal Data a Party Processes under or in connection with this Agreement, the Party shall:

- (a) comply at all times with its obligations under the Data Protection Laws;
- (b) notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
- (c) assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.

1.4. The Parties shall work together to ensure that each of them is able to Process the Personal Data it Processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the Data Protection Laws.

1.5. The Practice shall:

- (a) Process the Personal Data received from the University only for the purpose of performing its obligations under this Agreement;
- (b) not disclose or allow access to Personal Data received from the University to any third party without the prior written consent of the University;
- (c) not transfer any Personal Data received from the University outside the European Economic Area without the prior written consent of the University and subject to entering into such additional written agreements as shall be required by the university; and
- (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

Schedule D Definitions and Interpretation

1. The following definitions and rules of interpretation in this Schedule D apply in this Agreement.

1.1. Definitions

Background Intellectual Property means any and all Intellectual Property in existence prior to the date of this Agreement or created, developed or acquired thereafter but not in the course of this Agreement (and excluding any Foreground Intellectual Property).

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date is defined at Section 1 of this Agreement.

Confidential Information means information disclosed by or on behalf of a Party to the other Party which is marked confidential or which by its nature is intended to be, or should reasonably be considered by the other Party to be, confidential information.

Clinical Placement means a placement that takes place under the general supervision of a qualified clinician. This takes place in a clinical context, usually including observation and/or interaction with patients or clients. This learning might include taking a history, performing a physical examination, participating in clinical team meetings and patient case discussions/conferences, and the opportunity to observe and/or contribute to practical procedures, as deemed appropriate by the GP tutor responsible for supervising the student.

Expiry Date is defined at Section 1 of this Agreement.

Foreground Intellectual Property means all and any Intellectual Property created or developed by a Party in the course of and relating to this Agreement.

FTE means full-time equivalency for the purposes of counting full-time enrolled students (1 FTE = one student for one year based on a 48 week year).

GP means General Practitioner.

GP Tutor means a named educational supervisor for one or more Placements, who has appropriate qualifications and experience, and is a registered medical practitioner.

Intellectual Property means copyright works, patents, discoveries, improvements, inventions, trade marks, designs, information, data, formulae, specifications, results of tests and field trials, diagrams, expertise, techniques, technology, know-how, and other intellectual property of any nature whatsoever and wheresoever, including applications and the right to apply for registration of any of the foregoing rights.

MEPAR means the Medical University Annual Report to the Medical School compiled by the Primary Care Medical Education team.

Medical School means UCL Medical School which is a division within the Faculty of Medical Sciences, one of four faculties in the University's School of Life and Medical Sciences.

MBBS or Programme means the University's undergraduate Bachelor of Medicine and Bachelor of Surgery programme.

MSAR means the Medical Schools Annual Report to the GMC.

Module means a discrete credit bearing element of the MBBS.

Moodle means the UCL Virtual Learning Environment.

Placement means a placement undertaken by a Student with the Practice pursuant to this Agreement as detailed at Schedule A.

Placement Period means the time period during which a Student is based at the Practice for the purposes of completing a Placement.

Quality Monitoring means the process of ensuring that the Services are delivered and developed in such a way as to meet the quality and performance requirements of the University as set out in this Agreement.

SEQ means Student Evaluation Questionnaires.

Services mean the provision of Placements and related services provided by the Practice and the associated quality, performance, reporting and policy requirements as set out in Schedule A.

Service Level Agreement (SLA-HEE) means the service level agreement between Health Education England (HEE) and the University which sets out the obligations on the University relating to the provision and funding of undergraduate medical education and training in Primary Care.

Student means a student of the University that has been accepted onto the MBBS and is undertaking a Placement with the Practice.

UCL Awarded Degree means the degrees of Bachelor of Medicine and Bachelor of Surgery (MBBS) awarded by the University.

1.2 Section, Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 Any phrase introduced by the words **including, includes, in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.8 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.

1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.10 Any references in this Agreement to the University's policies, procedures and regulations are references to those policies, procedures and regulations from time to time in force.

1.11 In the event of any conflict between this Agreement and the documents referred to in this Agreement, the provisions of this Agreement shall prevail.

1.12 Reference to any public sector body, regulatory body or organisations whatsoever shall, include a reference to that public sector body or organisation as from time to time amended, modified and shall include any successors in title or permitted transferees or assignees.

1.13 A reference to **writing** or **written** includes e-mail.

Schedule E Transfer of Undertakings (Protection of Employment) (TUPE)

1. In this Schedule E the following definitions shall apply:

"Employees" means employees employed by the University or an Outgoing Practice who transfer or allege that they have transferred to the Practice as a result of TUPE;

“Outgoing Practice” means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services prior to the Practice commencing the provision of the Services under this Agreement;

“Subsequent Transferring Employees” means any of the Practice’s employees who, immediately prior to the transfer of the Services to a Successor, is wholly or mainly engaged in the provision of the Services, or part thereof, which are to be undertaken by a Successor;

“Successor” means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services in immediate or subsequent succession to the Practice upon the expiry or earlier termination of this Agreement; whether that person is a replacement supplier or the University; and

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time).

- 1.1 It is the responsibility of the Practice to consider whether or not TUPE applies to the provisions of any Services under this Agreement and to ensure that it complies with its obligations under TUPE.
- 1.2 If TUPE applies at the commencement and/or termination of this Agreement, the Practice shall comply with all its obligations under TUPE, co-operate as far as reasonably practical with the University, any Outgoing Practice or a Successor in ensuring a smooth transfer, and shall indemnify the University in full (for its benefit and that of any Successor) against all costs, expenses, damages and losses (whether direct or indirect) including any interest, penalties and legal and other professional fees and expenses awarded against or incurred by the University or a Successor arising out of or connected with:
 - 1.2.1 any act or omission (including any alleged act or omission) of the Practice in respect of any Employee or any Subsequent Transferring Employee; or
 - 1.2.2 any breach by the Practice of its obligations under TUPE; or
 - 1.2.3 any claim or allegation by an Employee or any other employee of the University or of any Outgoing Practice or any Subsequent Transferring Employee that there has or will be a substantial change in such Employee’s working conditions to his detriment within regulation 4 (9) TUPE.

Appendix 1: Links to important documents

- ¹ UCL Medical Student Code of Conduct is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#code-of-conduct>
- ² UCL Medical School Disclosure and Barring Service (DBS) Checks guidance is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#disclosure>
- ³ GMC Outcomes for Graduates are available at <https://www.gmc-uk.org/education/standards-guidance-and-curricula/standards-and-outcomes/outcomes-for-graduates>
- ⁴ UCL Medical School Policies and Regulations are available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations>
- ⁵ Information on DBS check is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#disclosure>
- ⁶ UCL Medical School Policies and Regulations are available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations>
- ⁷ UCL Medical School Close Supervision Policy is available at <https://www.ucl.ac.uk/medical-school/sites/medical-school/files/Close-Supervision-Policy.pdf>
- ⁸ UCL Fitness to Practise guidance is available at <http://www.ucl.ac.uk/slms/study/ftp>
- ⁹ UCL Medical School Standards for Clinical Teachers are available at <https://www.ucl.ac.uk/medical-school/sites/medical-school/files/standards-for-clinical-teachers-2016.pdf>
- ¹⁰ MBBS Primary Care Medical Education website is available at <https://www.ucl.ac.uk/iehc/research/primary-care-and-population-health/study/mbbs-pc-med-ed>
- ¹¹ GMC's Promoting Excellence guide is available at <https://www.gmc-uk.org/education/standards-guidance-and-curricula/standards-and-outcomes/promoting-excellence>
- ¹² MBBS Primary Care Medical Education website is available at <https://www.ucl.ac.uk/iehc/research/primary-care-and-population-health/study/mbbs-pc-med-ed>
- ¹³ UCL MBBS IT and Library Services Provision for Undergraduate Students at NHS Sites guide is available at <https://www.ucl.ac.uk/medical-school/sites/medical-school/files/2015-Library-and-IT-Standards-at-NHS-Sites-Apr-15.pdf>
- ¹⁴ UCL Medical School guidance on Health and Safety is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#health>
- ¹⁵ UCL Medical School guidance on Immunisation and BBVs is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#immunisations>
- ¹⁶ UCL Medical School guidance on Harassment and Bullying is available at https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#harassment_bullying
- ¹⁷ UCL Medical School Whistleblowing Policy is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#whistleblowing>
- ¹⁸ UCL Medical School Fitness to Practise Policy is available at <https://www.ucl.ac.uk/medical-school/sites/medical-school/files/Fitness-to-Practise-Guidance.pdf>
- ¹⁹ More information on Student Evaluation Questionnaires is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/quality-assurance-unit/student-evaluation-questionnaires-seqs>
- ²⁰ UCL Medical School guidance on Raising Concerns is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/quality-assurance-unit/raising-concerns>
- ²¹ The University's Academic Manual is available at <https://www.ucl.ac.uk/academic-manual/>
- ²² UCL Medical School guidance on Raising Concerns is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/quality-assurance-unit/raising-concerns>
- ²³ UCL Medical School Student Support guide is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/mbbs-student-support>
- ²⁴ More information on Student Evaluation Questionnaires is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/quality-assurance-unit/student-evaluation-questionnaires-seqs>
- ²⁵ UCL Medical School Fitness to Practise guidance is available at https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#fitness_practise
- ²⁶ UCL Medical School Concerns over Attendance and Engagement guidance is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#CoAE>

²⁷ UCL Medical School Concerns over Professional Behaviour guidance is available at <https://www.ucl.ac.uk/medical-school/current-mbbs-students/general-information/policies-and-regulations#copb>

²⁸ MBBS Primary Care Medical Education website is available at <http://www.ucl.ac.uk/iehc/research/primary-care-and-population-health/study/mbbs-pc-med-ed>