

## SERVICE LEVEL AGREEMENT

Between

University College London  
(The University)

And

[ INSERT YOUR PRACTICE NAME ]

(Practice)

For

The Provision and Funding of Undergraduate Medical Education and Training in Primary Care

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This Agreement is made on: [ ]

Between: [ ] University

and: [ ]

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 and ty

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

4.1.1 Subject to its terms, this Agreement is for the period from the Commencement Date to the Expiry Date . 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

4.2.7 The Practice agrees to provide to the University

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

4.4.1 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 -     
terminate this Agreement immediately upon written notice to the other Party (the

4.4





[Code of Conduct](#)<sup>1</sup>. If the Practice exercises its right in this clause 4.4.9, the Practice shall inform the University 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



4.7.3.2

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

4.10.3.3 ensure that prior to commencing the Placement, the Students have had all rel

- 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 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.
- 4.12.1 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   court for the preservation of its legal rights or for emergency or interlocutory or interim relief (including, for the avoidance of doubt, injunctive relief).





such failure or delay in the performance of such obligations affected by the Force Majeure Event provided that the Affected Party shall:

- 4.17.1.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of such Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of such Force Majeure Event on its ability to perform any of its obligations under this Agreement;
- 4.17.1.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and
- 4.17.1.3 keeps the other Party informed of the status of the event and its impact on the performance of the Agreement.

#### 4.17.2 **Coronavirus Event**

- 4.17.2.1 Notwithstanding any other provision in this Agreement and provided that the Party affected has complied with the remainder of this clause 4.18.2, a Party shall not be liable for any failure or delay in meeting any obligation in this Agreement to the extent that such delay and/or failure is caused by a Coronavirus Event.
- 4.17.2.2 If a Party is prevented or delayed from or in commencing or performing any of its obligations under this Agreement as a result of a Coronavirus Event then it shall promptly notify the other Party thereof and of the likely impact to those obligations and the scope and timeline for complying with its affected obligations.
- 4.17.2.3 The Party affected by the Coronavirus Event shall work to minimise the impact of any Coronavirus Event on its ability to meet its affected obligations under this Agreement and shall keep the other Party regularly informed of both any delay and/or disruption as well the steps that Party is taking to mitigate such delay and/or disruption.
- 4.17.2.4 Where a Coronavirus Event occurs and notwithstanding the foregoing, the Parties shall cooperate and work together to mitigate the impact of the Coronavirus Event and to the extent a Placement has to be temporarily suspended as a result of a Corona

- 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](#)<sup>3</sup> set out by the General Medical Council.
- 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  
□ □ □ :
- 4.21.1.1 for the University: [pcphmeded@ucl.ac.uk](mailto: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

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.

### **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

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.

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 Student9rr Tf1 0 0 1 354.55 6887475 595.32 841.92 reW\*nBT/



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

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.

Practices shall provide:

- 3.6.1 Students access to all appropriate [clinical and/or non-clinical facilities](#)<sup>13</sup> 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 Plac facilities



Medical School may withhold funding for breaches of the Practice control and performance management.

4.1.1 In monitoring compliance by the Practice, the University Director of Undergraduate Medical Education (



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

4.3.1

□

- [Manual](#)<sup>21</sup> □ [Academic](#)
- □ □ [Raising Concerns Portal](#)<sup>22</sup>
- □ □

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](#)<sup>28</sup>, and the amounts payable to the Practice are communicated directly by the SLMS Department of Primary Care and Population Health;

- 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 thirty (30) days 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 Claus



- (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.

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.

**Coronavirus** means the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19.

**Coronavirus Event** means any event or delay arising as a result of the Coronavirus pandemic which prevents or delays the relevant Party from meeting all or part of its obligations under this Agreement, including but not limited to:

- a) any step necessary in order to comply with applicable laws, regulations or any mandatory or recommended government rules and/or guidance relating to Coronavirus

**FTE** means full-time equivalency for the purposes of counting full-

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.



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<sup>20</sup> 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>

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