 Contract for Journey to Medicine Summer/Easter School delivery

This contract is made this [INSERT DATE] between:

The [NAME OF THE MEDICAL SCHOOL]

Hereinafter called

“the Contractor”

The Medical Schools Council (MSC)  
Woburn House  
20 Tavistock Square  
LONDON  
WC1H 9HQ

Hereinafter called

“MSC”

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It is hereby agreed as follows:

1. Scope of work

The Contractor will deliver a residential summer or Easter school in accordance with the schedule in Appendix A.

The Contractor will work with the MSC to deliver a residential summer or Easter school to support young people from disadvantaged backgrounds to consider and apply for medicine. We will evaluate the programme to understand its effectiveness in encouraging diversity within the medical profession.

The briefing and the terms and conditions herein set out shall together comprise the contract.

1. Assignment of subcontracting

The Contractor shall not assign or subcontract the services to be provided under the contract or any of its rights or obligations there under without the previous written consent of MSC

1. Contacts and Steering Group

MSC’s contacts will be:

Ceri Nursaw Tel: 07738560456  
Clare Owen Tel:02074195522

The Contractor's contacts will be:

[NAME] Tel: [NUMBER]

1. Publicity

The Contractor shall not without MSC’s prior consent disclose by way of press release or similar publicity to any third party anything which relates to the services provided under the contract save as is necessary in the execution thereof.

1. Confidentiality

The Contractor will respect and maintain the confidentiality of any information given to them by MSC or its agencies and will not reveal any part of such information or any part of the project to a third party save as is necessary in the execution thereof.

1. Use of Data
2. The Contractor will share the information about its summer school participants with the MSC.
3. The Contractor will comply with the General Data Protection Regulations in its use of data.
4. Data supplied by MSC to the Contractor shall not be used by the Contractor for any purpose other than that outlined in the Work Plan.
5. The Contractor will ensure that personal data is not disclosed to any third party.
6. The Contractor will ensure that the data is processed fairly and surrounded by proper security.
7. The Contractor will destroy any statistical and personal data supplied when and if required to do so by MSC and provide confirmation as to its destruction in such form as MSC may reasonably require.
8. The Contractor will return any documentation supplied to it during the course of the contract by MSC for the purposes of carrying out the project when and if required to do so by MSC.
9. The Contractor is liable for any compensation of legal costs incurred by MSC from the loss and / or misuse, of data supplied to the Contractor
10. Freedom of Information

If the Contractor receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is MSC’s Confidential Information, it will notify MSC and will consult with MSC. MSC will respond to the Contractor within 10 days after receiving the Contractor's notice if that notice requests MSC to provide information to assist the Contractor to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act.

1. Business Ethics and Conflict of Interest and Warranty

The Contractor shall maintain the highest professional standards including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions which could result in conflict with MSC’s best interests.

The Contractor shall ensure that the information provided shall be true and accurate in all material respects and shall otherwise comply with the Work Plan as set out by MSC.

1. Liability

The summer school delivery by the Contractor will not constitute an infringement of third party intellectual property rights and the Contractor shall accordingly indemnify MSC against all costs, expenses and liabilities incurred in respect of any claim brought by a third party proving such an infringement.

1. Timescale

This contract commences on INSERT DATE and we would expect completion by INSERT DATE.

1. Payment

The Contractor shall invoice the MSC on commencement of the work. The MSC reserve the right to request reimbursement if the outputs and delivery is not achieved according to the schedule (Annex A).

The total payment is INSERT AMOUNT including VAT.

The Contractor shall be exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax payable in respect of the fee, and agrees to pay any such contributions and taxes to the appropriate authorities.

Invoices are to be sent to The Medical Schools Council, Woburn House, 20 Tavistock Square, LONDON WC1H 9HQ. Prior to payment, invoices will be approved by Katie Petty-Saphon.

1. Settlement Terms

Invoices are normally payable within thirty days of their receipt. Prices are fixed for the duration of the contract.

1. Termination

MSC may terminate the contract for any reason on giving twenty one days written notice. It will be able to reclaim any reasonable funding.

The provisions of clauses 5, 6, 7, 8 and 9 shall survive any termination of this contract.

1. Force Majeure

Neither party shall be deemed to be in breach of contract if failure to comply with the requirements of the contract is due to circumstances beyond their reasonable control.

1. Copyright and Intellectual Property

Copyright of written work produced by the Contractor in connection with the contract shall be vested in MSC.

1. General

The ruling law of contract law and of the relationship of the parties hereto arising out of it shall be English law. Both parties agree to submit to the jurisdiction of the English courts in respect of any matters arising out of or in connection with the contract.

The terms herein set out (together with the document referred to in the first clause) constitutes the entire agreement between the parties hereto and supersedes all negotiations, representations or agreements either written or oral preceding the contract.

FOR: CONTRACTOR FOR: Medical Schools Council

BY: ............................................... BY: ..............................................

Dr Katie Petty-Saphon

Executive Director

DATE: .............................................. DATE: ..............................................

Appendix A – Schedule

The Contractor will hold a four-day residential medical summer/Easter school for 70 students. The residential summer/Easter school will be completed by the [INSERT DATE].

The summer/Easter school will adhere to the brand and style guidelines produced by the MSC. It will be branded and promoted as the Journey to Medicine summer/Easter and the Medical Schools Council logo will be prominent on all materials.

The contractor will ensure all relevant procedures and practice is in place to safeguard those working on the summer/Easter school and its participants, this includes but is not exhaustive ensuring staff have the appropriate DBS disclosures, completing a full risk assessment and overseeing health and safety.

The INSERT NUMBER students at the summer/Easter school will be from a cold spot area as identified by the Medical Schools Council and meet at least two of the criteria below:

* Studying at, or had attended to the age of 16, a school that achieved below the national average Attainment 8 score at GCSE
* From a school with a high percentage of students receiving free school meals.
* Living in a geographical area with low levels of progression onto higher education
* In public care, have been in public care or are a young carer
* From a family where the parents do not have a university degree
* In receipt of free school meals or the 16-19 Bursary Fund or Discretionary Learner Support

In addition, the [INSERT NUMBER] students will have:

* The potential to study medicine and be capable of achieving the minimum grades required for entry (whether that is for standard entry programmes or programmes with a gateway year)
* An interest in STEM subjects and be considering studying science in their post-16 studies and medicine post-18.

The summer/Easter school will work within a common framework adopted by the Medical Schools Council.

The summer/Easter school will have within its programme:

* Preparation for work experience (building on the work from the HEE funded national pilot led by Leeds Medical School), including how to maximise and reflect on the experience
* Engagement from a range of medical schools
* A simulated experience of what it is like to study medicine (including a range of teaching methods) not only to consider their choice of medical school but also aid their transition from sixth form study to university
* The values and behaviours of doctors and medical students
* Dedicated sessions that focus on the shortage specialties, especially general practice
* Confidence and social capital building activities (including meeting academics and medics)
* Opportunity for students to discuss their options and seek advice
* Overview of the range of medical careers available (including other healthcare and non-patient focused options)
* Application and admissions advice and support, including preparation for interviews and admissions tests.
* Social activities for the students to build a community and network amongst like-minded people

The contractor will participate in the evaluation, providing the relevant details to the Medical Schools Council.

The contractor will be an active member of the Delivery Team.