GKT SCHOOL OF MEDICAL EDUCATION, KING'S COLLEGE LONDON

KINGS UNDERGRADUATE MEDICAL EDUCATION IN THE COMMUNITY (KUMEC)

ANNUAL COMMUNITY TEACHING AGREEMENT 2025-2026

Agreement

THIS AGREEMENT is made between:

King's College London a body incorporated by royal charter in England and Wales (Registered Number RC000297) having an administrative office at GKT School of Medical Education, King's College London, Guy's Campus, London, SE1 1UL and operating the **King's Undergraduate Medical Education in the Community Team ("KUMEC")**

and

whose office is at (the "Practice")

Individually a "**party**" and together the "**parties**".

BACKGROUND

(A) King's Undergraduate Medical Education in Community Team, as a part of the King's College London medical school, provides education in primary care to individuals wishing to gain a primary medical qualification which entitles them to apply to the General Medical Council for registration to practise medicine in the United Kingdom.

(B) The Practice is a NHS provider of Primary Medical Services which offers supervised training to individuals enrolled on a higher education programme for the study of medicine.

(C) Medical Students (as defined below) of KUMEC will undertake General Practice Placements ("**Placements**" as defined below) as part of their programme of study of medicine at the Practice.

(D) The parties now wish to set out the duties and responsibilities of each of KUMEC and the Practice during the Placement on the terms recorded in this Agreement.

1. Interpretation

1.1 Clause and Schedule headings shall not affect the interpretation of this Agreement.
1.2 The Schedules and Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
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 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
1.5 A reference to **writing** or **written** includes email.
1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
1.7 A reference to **this Agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied from time to time.
1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
1.9 Words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. The Practice shall:

2.1 Comply with all standards set by the General Medical Council ("**GMC**") and the Nursing and Midwifery Council ("**NMC**") and for colleagues providing primary care services to comply with the standards of their own professional bodies.
2.2 Inform KUMEC if there is any change in a General Practitioner's ("**GP**") or nurse teacher's registration status with the GMC or NMC, if they are under investigation by NHS England or any other regulatory body, or if the Practice has been placed in special measures by the Care Quality Commission ("**CQC**").
2.3 Seek prior approval from KUMEC if, during the course of this Agreement or any Placement the Practice wishes to involve any new teacher in the Placement. The Practice will not seek such approval of KUMEC unless such teacher is a current registered professional with either the GMC or NMC and has no known current or historical performance issues.

2.4 Teach undergraduate medical student(s) allocated by KUMEC (the "**Medical Students**") on courses of study devised by KUMEC (the "**Placement**").
2.5 Teach the Medical Student(s) for additional sessions, which may be arranged between KUMEC and the Practice.
2.6 Understand the content and spirit of the Expectations and Responsibilities of Community Teaching Network Teachers appended to this Agreement ("Appendix 1") and comply with its standards.
2.7 Ensure that Medical Students respect the dignity of patients and the confidentiality of medical information and seek prior consent from any patient involved in the teaching process.
2.8 Ensure that identified Practice members will be involved in or will support teaching activities in connection with the Placement. The Practice shall provide written notice to KUMEC not later than 10 working days from the date of the last party's signature to this Agreement of the names and contact information for individual members of the Practice which are nominated as being (a) Practice Manager/Liaison Person(s); and (b) Practice teacher(s).
2.9 Ensure that all Practice members involved in teaching Medical Students are made aware of and shall comply with the Expectations and Responsibilities of Community Teaching Network Teachers as provided at Appendix 1.
2.10 Ensure that (a) every applicable employee and / or Practice member is informed about the Placement and KUMEC's general practice training programme for teachers; and (b) key employees and / or Practice members are released to attend relevant training events to enable effective delivery of the Placement by the Practice.
2.11 Comply with the Data Protection Act 2018 with regard to personal information held in its computerised records relating to King's College London and Medical Students.
2.12 **Maintain an accurate record of all GMC or NMC** registered **healthcare professionals** who teach Medical Students in the Practice and share that record with KUMEC. The record must include the name of the registered healthcare professional, their GMC/NMC registration number, the date of registration and any expiration. If additional teachers are added within the period of this Agreement the Practice will promptly notify KUMEC and provide the information set out in this clause 2.12.

3. KUMEC shall:

3.1 Pay the Practice the amounts indicated in Schedule 1 for teaching the Medical Students. **Payments will be made at the end of each Placement block or academic term as KUMEC may deem appropriate.**
3.2 Represent the best interests of the Practice in all matters relating to academic and teaching activities with KUMEC, and/or any other relevant bodies.
3.3 Provide curriculum handbooks and appropriate supplementary teaching material for the Practice facilitators and teachers.

3.4 Provide regular feedback to the Practice on its teaching.
3.5 Provide a comprehensive programme of training for members of the Practice determined by mutually identified training needs.
3.6 Liaise with the Practice regarding the Placement teaching programme including its development and communicate with the Practice as soon as reasonably practicable should it require the assistance, advice or mediation in any matter relating to academic or teaching activity in connection with the Placement.
3.7 Ensure Medical Students are made aware of desirable standards of conduct, dress and attitude in their contact with the Practice and its patients.
3.8 Liaise with the Practice about Medical Student welfare, counselling and disciplinary issues when required.
3.9 Carry out, in its sole discretion, checks against the registration status of existing and potential teachers with the GMC / NMC and shall share details of the Practice being a Placement provider with NHS England (or equivalent) and seek confirmation that there are no known performance issues for any registered health professional employed by or who is a member of the Practice.
3.10 Comply with the standards of the Data Protection Act 2018 with regard to information held in its computerised records relating to the teaching work of the Practice.

4. Liability, Insurance and Indemnity

4.1 The Medical Students have the right to attend the Practice for the purposes of being taught by Practice staff in accordance with the Agreement. Whilst on Practice premises, Medical Students will remain accountable to KUMEC but will follow the reasonable instructions of the Practice and the instructions given on the Practice's behalf by those individuals responsible for supervising the Medical Students during their teaching at the Practice.
4.2 As a provider of NHS Primary Services, the Practice benefits from membership of the Clinical Negligence Scheme for General Practitioners ("**CNSGP**") which covers activities undertaken by any Medical Student in connection with the Practice providing NHS Primary Services to patients of the Practice.
4.3 The Practice shall not require any Medical Student to participate in any activity which has the potential to subject any Medical Student to be the subject to any claim against them for clinical negligence. If the Practice undertake ancillary services which are not covered under CNSGP, it shall ensure it has suitable clinical negligence indemnity cover in place prior to allowing any Medical Student to participate in such activity.
4.4 During the medical students' attendance at the Practice, they will be covered, when they are undergoing directly supervised training in accordance with the Agreement, under the NHS indemnity arrangements in respect of those patients of the Practice to whom the medical students are involved in providing care and treatment. The Practice will have public and employers' liability insurance cover

which extends to medical students while on placement at the Practice and this will include cover for harm to students while on practice business outside the practice premises.
4.5 The Practice shall indemnify KUMEC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by KUMEC arising out of or in connection with:
4.5.1 any breach of clauses 2.14, 4.2, 4.3 and 4.4;
4.5.2 the Practice's breach or negligent performance or non-performance of this Agreement;
4.5.3 the enforcement of this Agreement; or
4.5.4 any claim made against a Medical Student or KUMEC by a third party arising out of or in connection with the Placement, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Practice, its partners, members, employees, agents or subcontractors.
4.6 The Medical Defense Union ("**MDU**") and the Medical Protection Society ("**MPS**") consider the training and supervision by GP's of Medical Students on Placement to be part of a GP's work and do not require its members to inform them of their involvement in such work. The Medical and Dental Defense Union of Scotland ("**MDDUS**") ask that their members inform them if they are teaching Medical Students in the Practice.
4.7 KUMEC require all Medical Students to be a member of a medical protection organisation from the first year of their enrolment to KUMEC. The MDU and MPS ask that Medical Students be signed up to a medical protection organisation however there is no requirement for Medical Students who are members of MDU or MPS to inform them that they are undertaking the Placement in the Practice. The MDDUS do require its members who are Medical Students to inform them of such Placement.
4.8 Where any claim is made, whether or not legal proceedings are issued, arising out of or in connection with the attendance of the Medical Students at the Practice's premises in accordance with this Agreement, KUMEC and the wider King's College London medical school will co-operate fully with any investigation by the Practice in connection with any such claim and will give all such assistance as may reasonably be required by the Practice regarding the conduct of any legal proceedings and shall procure that the Medical Students shall do likewise.
4.9 Nothing in this Agreement shall seek to limit or exclude liability of either party which may not be limited or excluded by law. The total liability of KUMEC for all other liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed the value of the payments made to the

Practice made in the 1 year immediately prior to the date upon which the liability arose.

5. Miscellaneous

5.1 This Agreement shall commence on the date the last party signifies their agreement to it and shall continue in force for a period of 1 year unless terminated early by one party providing 4 weeks written notice to the other party or extended by written agreement between the parties for a further term of 1 year. For the avoidance of doubt, termination of this Agreement shall not apply to Medical Students undertaking Placements at the date upon which notice to terminate is provided and the Practice shall continue to comply with its obligations under this Agreement for the duration of the Placement of those Medical Students.

5.2 KUMEC may, at any time, review the Practice's teaching activities to ensure they meet the standards of teaching expected by KUMEC. Should KUMEC become aware of any matter which may prejudice the teaching of Medical Students it shall follow the procedure set out in clause 5.3.

5.3 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause 5.3:

5.3.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Director / Deputy Director of Community Education of KUMEC and the Practice Manager or designated GP of the Practice shall attempt in good faith to resolve the Dispute;

5.3.2 if the named parties listed in clause 5.3.1 are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Programme Management of the GKT School of Medical Education and the Senior GP Partner or designated partner of the Practice who shall attempt in good faith to resolve it; and

5.3.3 if the named parties listed in clause 5.3.2 are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR notice.

5.4 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 5.6.

5.5 If the Practice is unable to meet all or any part of its obligations for any reason under the terms of this Agreement, the Practice will notify KUMEC as soon as possible and the procedure outlined in clause 5.3 will apply.
5.6 This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English courts
5.7 This Agreement represents the entire agreement between the parties as to its subject matter and supersedes all prior negotiations, representations or agreements (written or oral) in relation to the subject matter.
5.8 For the avoidance of doubt, no person other than the parties to this Agreement shall have any rights in respect of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 and the parties shall not require the consent of any person to any variation or amendment to this Agreement.
5.9 The terms of this Agreement shall be confidential to the parties and neither party shall disclose any such terms to any third party save as required by law or other reporting obligation binding on the party.

SIGNED by:

Prof. Anne Stephenson, Director of Community Education, for and on behalf of King's College London which operates the King's Undergraduate Medical Education in the Community Team.
And the authorised signatory for
Submitted Date: