

**FORM A****[ ] PRACTICE****PRACTICE / ST ANDREWS SCHOOL OF MEDICINE AGREEMENT  
BSc (HONS)****ACADEMIC YEAR 2021/2022****1. APPLICABILITY**

- 1.1 The application of this agreement rests with all employees and Partners, and also applies *in principle*\* to other people who “work” at the Practice e.g. self-employed staff, temporary staff contractors – and in this case, students of St Andrews University (BSc Hons programme).

*(\*Practices should ensure that “workers” who are not employees are aware of and agree to abide by this agreement in principle. In cases calling for action, and if the worker is an employee of another organisation e.g. an agency, the worker’s employer or host organisation in this case St Andrews University School of Medicine, should also be involved)*

**2. INTRODUCTION**

- 2.1 This copy of the agreement is between the GP Practice and St Andrews School of Medicine (BSc Hons programme), signed for the School by the Clinical Lead or nominated representative. “Students” referred to below, are members of this programme. Students are notified of the following requirements within an induction lecture. They receive a copy of the agreement in their placement guides and within “medhandbook”. By attending placement, students are deemed to have read and accepted the agreement.
- 2.2 All information held at the Practice about patients is confidential, whether held electronically or in hard copy.
- 2.3 Other information about the Practice (for example its financial matters, staff records) is also confidential.

**3. CONFIDENTIALITY**

- 3.1 Students must not under any circumstances disclose patient information to anyone outside the Practice, except to other health professionals on a need to know basis, or where the patient has provided written consent.
- 3.2 All information about patients is confidential: from the most sensitive diagnosis, to the fact of having visited the surgery or being registered at the Practice.
- 3.3 Students must not under any circumstances disclose other confidential information about the Practice to anyone outside the Practice, unless with the express consent of the Practice Manager or Senior Partner.
- 3.4 Students should limit any discussion about confidential information only to those who need to know within the Practice.
- 3.5 The duty of confidentiality owed to a person under 16 is as great as the duty owed to any other person.

- 3.6 Students must be aware of and conform to the requirements of the Caldicott recommendations.
- 3.7 All patients can expect that their personal information will not be disclosed without their permission (except in the most exceptional circumstances when disclosure is required when somebody is at grave risk of serious harm).
- 3.8 Students must not take data from the Practice's computer systems (e.g. on a memory stick or removable drive) off the premises unless authorised to do so by the Practice Manager or Senior Partner.
- 3.9 If students suspect a breach of confidentiality, they must inform the Practice Manager or Senior Partner immediately.
- 3.10 Students remain bound by the requirement to keep information confidential even when no longer attached to the Practice. Any breach, or suspected breach, of confidentiality after completion of a placement may be addressed by legal action.

#### **4. INTELLECTUAL PROPERTY (IP)**

- 4.1 The provisions of Circular HDL (2004)9 and any subsequent national or local guidance or policies in relation to the management of Intellectual Property will apply during students' placement with the Practice. This guidance and resulting policies will include the arrangements for sharing with the innovator any income generated from the successful exploitation of IP and also the position regarding copyright. In this context, an innovator is defined as the person without whose intellectual contribution the development would not have taken place.
- 4.2 From time to time students may generate IP which may have value in the delivery of better patient care. This IP can be in the form of inventions, discoveries, surgical techniques or methods, developments, processes, schemes, formulae, specifications, or any other improvements which may give rise to certain rights such as patents, trademarks, service marks, design rights, copyright, know-how, trade or business names and other similar rights (all of the foregoing rights being referred to as "Intellectual Property Rights").

#### **5. HEALTH & SAFETY**

- 5.1 Both students and the Practice have a mutual responsibility.
- 5.2 During the time students are attached to the Practice, the employer's duty of care will be the responsibility of the Practice. Students should ensure they are familiar with the fire, health and safety and welfare arrangements which apply within the Practice, as well as the Student Placement Safety policy from the University, within the medhandbook, available at [http://medhandbook.st-andrews.ac.uk/wp-content/uploads/sites/27/2017/05/infrastructure\\_safety\\_placements.pdf](http://medhandbook.st-andrews.ac.uk/wp-content/uploads/sites/27/2017/05/infrastructure_safety_placements.pdf)

#### **6. COMPLAINTS AND MISCONDUCT**

- 6.1 Students should raise any complaints against the Practice with [medclinical@st-andrews.ac.uk](mailto:medclinical@st-andrews.ac.uk) or the School of Medicine's Clinical Lead in the first instance. Practice's should also raise concerns regarding students through [medclinical@st-andrews.ac.uk](mailto:medclinical@st-andrews.ac.uk) in the first instance.

- 6.2 Complaints or allegations against students will be dealt with in accordance with the policies and procedures of the University. Partnership between the Practice and St Andrews University will be assured.
- 6.3 Students agree to comply with any requests for data, information or documents from the University or the Practice as part of any investigation of a complaint or of suspected misconduct.

## 7. INDEMNITY

- 7.1 As an Independent Practice, this agreement confirms that we (the GP practice) have notified our indemnity provider to ensure appropriate cover is in place for medical students during placement with the practice.

### Or for Board run practices:

Where students are placed under the supervision of an NHS employee, they will be covered by NHS Indemnity.

## 8. OTHER

- 8.1 If students' circumstances change in relation to health, criminal record, or there are any other changes that may impact on suitability for placement, they must inform their nominated contact within the School and Practice, as soon as practicable.

**Please complete the following in advance of placements academic year 2021/22; return to [medclinical@st-andrews.ac.uk](mailto:medclinical@st-andrews.ac.uk) on completion**

***To be completed by representative St Andrews School of Medicine, Clinical Lead or nominated:***

I Rebecca Walmsley (please print name) have read and understood the above agreement on behalf of the School, and can confirm students have been made aware of its content and asked to confirm their acceptance.



**Signed** (Clinical Lead): .....

**Date:** .....10/08/2021.....

***To be completed by Practice Supervisor/Practice Manager:***

I \_\_\_\_\_ (please print name) have read and understood the above agreement on behalf of the Practice, and can confirm acceptance of its content.

**Signed** (Practice Supervisor/Practice Manager): .....

**Date:** .....