

## **COURSE CENTRE CONTRACT TERMS AND CONDITIONS**

### **Scope and purpose**

These Course Centre Contract Terms and Conditions (**Terms and Conditions**) set out the requirements for a course centre to become and remain an approved course centre for the purposes of delivering any of the Resuscitation Council UK (RCUK) Advanced Courses (**Advanced Courses**). For clarity as to which courses are specifically included or excluded, you should refer to the Advanced Provider Course Regulations.

**These Terms and Conditions must be read in conjunction with the Advanced Provider Course Regulations** which set out the responsibilities which must be complied with in connection with the running of the Advanced Courses including course organisation, candidate preparation, faculty and programme requirements, assessment, and regulations relating to instructors.

The Terms and Conditions must also be read in conjunction with the policies and codes of conduct referred to in these Terms and Conditions and in the Advanced Provider Course Regulations.

## **1. Course Centre Approval and Assessment**

- 1.1 Only approved course centres may run the RCUK Advanced Courses.
- 1.2 Application to become a new approved course centre must be made by completing the RCUK Advanced Course Centre Application Form for each course type, e.g. ALS, EPALS, NLS etc.
- 1.3 All course centre applications will be reviewed on a case-by-case basis.
- 1.4 Course centres wishing to become approved ARNI course centres must be existing NLS approved course centres prior to applying to be an ARNI approved course centre.
- 1.5 An approved course centre venue will be the administrative centre from which the Advanced Course is organised and delivered. In connection with this:
  - 1.5.1 an NHS Trust that has a number of sites within that NHS Trust but organises courses centrally from one site may deliver the Advanced Courses from any of its sites within that NHS Trust and need only register as one course centre. If the NHS Trust wishes to deliver Advanced Courses from a site other than one of that NHS Trust's sites, it must obtain specific approval for each such NHS Trust site in accordance with paragraph 1.6;
  - 1.5.2 unless and to the extent specifically otherwise agreed in writing by RCUK, a private training company must obtain specific approval for the course centre from which they wish to deliver any Advanced Course. Only the specific single site which has been approved, will be an approved course centre and if a private training company wishes to deliver Advanced Courses from more than one site it must obtain specific approval for each site in accordance with paragraph 1.6.
- 1.6 If the approved course centre provider wishes to run any Advanced Course from a site other than the approved course centre venue or, in the case of an NHS Trust, a site other than one within that NHS Trust, then the approved course centre provider must obtain prior written permission from RCUK in respect of each additional site from which it proposes to run an Advanced Course. Such consent may be given or withheld in RCUK's absolute discretion.
- 1.7 The approved course centre is responsible for ensuring that the facilities at any site from which it is permitted to deliver Advanced Courses meet the necessary requirements to deliver the course and are fit for educational delivery. As part of the approval process for any course centre the course centre must inform RCUK of the location of the site (or sites in the case of an NHS Trust) from which the Approved Course will be delivered and confirm that any such site meets the requirements set out within these Terms and Conditions and the Advanced Provider Course Regulations.

## **2. Course Centre Administration**

- 2.1 Every delivery of an Advanced Course by an approved course centre will be subject to approval by RCUK and application to run each such course must be made via completion of the 'Add Course Date' request approval form in accordance with this paragraph. The approved course centres must complete the relevant 'Add Course Date' approval form on the RCUK Learning Management System (**LMS**) at least six weeks before the proposed course date. Late

applications will not be approved except in exceptional circumstances and in discussion with RCUK.

- 2.2 Only courses with a fully completed New Course Request form and a valid purchase order number will be processed for approval/rejection. If the New Course Request approval form is rejected, RCUK will notify the approved course centre of the reason for such rejection.
- 2.3 The Course Centre Administrator (as referred to in paragraph 2.8.1) must:
  - 2.3.1 complete the New Course Request approval form on the LMS, thereby confirming and accepting responsibility for the approved course centre to run the Advanced Course in accordance with the criteria set out in these Terms and Conditions and the Advanced Provider Course Regulations; and
  - 2.3.2 contact the RCUK Course Coordinators for guidance and confirmation that the faculty members are approved to teach where required.
- 2.4 Each Approved Course must be led by a Course Director and/or Medical Director. The Course Director and Medical Director are responsible for ensuring the smooth running of the Advanced Course
- 2.5 It is the Course Director/Medical Director's responsibility to ensure that:
  - 2.5.1 all instructors are registered with RCUK and have a valid instructor certificate; and
  - 2.5.2 faculty are enrolled before the commencement of the Advanced Course and have access to the LMS and course materials.
- 2.6 Approved course centres must not accept any instructor/instructor candidate onto an Advanced Course if they cannot be enrolled via the LMS.
- 2.7 The responsible person within the course centre (being the person named in accordance with paragraph 2.8.2) shall ensure that the approved course centre provider shall at all times comply with the Advanced Provider Course Regulations, the RCUK Code of Conduct and all relevant RCUK policies notified to the approved course centre provider including, without limitation, the RCUK Equal Opportunities policy are followed.
- 2.8 Approved course centres must keep RCUK informed of any changes in name, email address, contact number and contact details for:
  - 2.8.1 the Course Centre Administrator;
  - 2.8.2 a responsible person within the course centre (e.g. lead resuscitation practitioner);
  - 2.8.3 the Trust CEO/Director/nominated deputy of the approved course centre provider;
  - 2.8.4 the Head of Finance/ individual responsible for paying invoices at the approved course centre provider.
- 2.9 Failure to keep this information up to date will result in a suspension of approved courses until this information has been provided.
- 2.10 Approved course centres are directly responsible for the health, safety and welfare of their candidates and faculty.

### **3. Equipment**

- 3.1 Each approved course centre must at all times during any Advanced Course provide all the equipment listed within the respective course equipment lists set out on the LMS as a minimum standard.
- 3.2 Any additional equipment used by an approved course centre must be relevant to the delivery of the relevant Advanced Course and available within healthcare settings.
- 3.3 All equipment made available by the approved course centre must be in good working order and maintained as per manufacturer guidance.

### **4. Course Materials**

- 4.1 Manuals for the Advanced Courses will be dispatched once the Advanced Course has been approved.
- 4.2 Unless otherwise stated, all intellectual property rights in the course materials, including course manuals will be the property of RCUK.
- 4.3 Materials (excluding algorithms and treatment charts freely available on RCUK's website) for the Advanced Courses must not be used outside of the agreed Advanced Course delivery unless written permission has been given in advance from RCUK.

### **5. Cancellation by the Approved Course Centre**

- 5.1 If an Advanced Course must be cancelled, the approved course centres must cancel the courses via the self-service option on the LMS as soon as possible and make arrangements to use the registrations at the earliest possible juncture.
- 5.2 Subject to compliance with paragraph 5.1, Advanced Courses can be cancelled on or before the course date.
- 5.3 Registrations are not transferrable between different course types (e.g. EPALS to ALS). If an Advanced Course is cancelled in full by the approved course centre, candidate registrations may be transferred to a future course of the same course type.
- 5.4 The approved course centre provider shall at all times make it clear that the contract for the provision of the Advanced Course is made between the approved course centre provider and the candidate and shall take all steps required to make it clear that all liability and responsibility in connection with the provision of the Advanced Course to the candidate vests with the approved course centre provider and not with RCUK. The approved course centre provider will supply each candidate enrolling on an Advanced Course with a copy of its cancellation policy applicable to that Advanced Course.

### **6. Costs in connection with the Advanced Courses**

- 6.1 In connection with each of the Advanced Courses the approved course centre provider will be required to:

- 6.1.1 pay to RCUK a registration fee for each candidate enrolled on an Advanced Course. The registration fee will be such sum as RCUK may specify from time to time as notified to the approved course centre; and
- 6.1.2 purchase the relevant course materials (including any additional materials) for the Advanced Course from RCUK at the RCUK list price for such materials as at the time of purchase.
- 6.2 All invoices issued by RCUK must be paid within 30 days of the date of issue.
- 6.3 Any failure by the approved course centre provider to pay any outstanding invoices in an appropriate timeframe will result in that approved course centre provider being put on 'stop' – this means that all courses (including all Advanced Courses and any Intermediate Courses offered by that approved course centre provider) within that approved course centre provider's approval queue and/or requests for additional orders by that approved course centre provider will not be processed until the outstanding invoices have been paid.
- 6.4 RCUK will not provide part refunds or credit on unused candidate registrations.
- 6.5 Course costs for Advanced Course candidates are set locally by the approved course centre provider, and these should take into account the cost of running the Advanced Course and the financial climate within the healthcare system. The cost must be reasonable and take into account medical trainee funding caps set by the NHS. Any failure by the approved course centre provider to take into account the medical trainee funding caps may result in the request for course approval (paragraph 2.1) being rejected.
- 6.6 On request from RCUK, approved course centre providers shall produce evidence to justify their course costs.

## **7. Data Protection**

- 7.1 Each approved course centre provider must comply with all relevant Data Protection laws and shall put in place, and make available to each candidate a data protection policy which is fully compliant with Data Protection law and which outlines how the approved course centre provider deals with the processing of personal data, including the storage, sharing and disposal of candidate/faculty personal details (e.g. addresses, payment details, photographs etc.). All personal data processed by the approved course centre provider must be processed in accordance with its data protection policy including without, limitation, in connection with the disposal of or secure storage of such data after the course returns have been completed. The approved course centre provider will ensure that its privacy policy makes specific reference to the fact that candidate and instructor personal data is shared with RCUK, and outlines (i) the details of the personal data which will be shared (ii) the purposes for which such personal data will be shared with RCUK and (iii) any other information relevant to the sharing of the personal data.
- 7.2 The approved course centre should retain copies of all in course documentation as defined within the Advanced Course Regulations. The duration of long-term storage of course documentation is a local decision. As a guide, RCUK retains course documentation for a period of five years. The approved course centre shall promptly following receipt of a request from RCUK make available to RCUK copies of any course documentation requested by RCUK.

- 7.3 Each approved course centre is required to ensure that all staff who handle candidate/faculty personal data are trained annually in GDPR compliance and data protection law.
- 7.4 The LMS will:
- 7.4.1 remove certificates from candidate/instructor records which have expired;
  - 7.4.2 hold candidate course records for seven years, after which point they will be automatically deleted by the system. Information on instructors will be kept for such longer period as the information may be reasonably required; and
  - 7.4.3 remove user accounts created by approved course centres which do not hold any course information.

## **8. Equal Opportunities**

- 8.1 RCUK:
- 8.1.1 is an equal opportunity organisation. In connection with this RCUK aims to ensure that all candidates achieve their full potential and, that all decisions that are taken with regard to any Advanced Course presented by the approved course centre are taken without reference to irrelevant or discriminatory criteria. RCUK have adopted an Equal Opportunities Policy and a Diversity and Inclusion Policy as a means of helping to achieve these aims;
  - 8.1.2 is committed to ensuring within the framework of the law that it and, and its approved course centre providers, operate in an environment which is free of unlawful discrimination on the grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.
- 8.2 As such, every proposed course centre will, as part of the approval process be required to confirm that they have in place an equal opportunities policy and a diversity and inclusion policy which, at a minimum puts in place for the benefit of its staff and candidates the same standards and requirements set out in the RCUK Equal Opportunities Policy and the RCUK Diversity and Inclusion Policy.

## **9. Course Centre Assessment**

- 9.1 All approved course centres must be assessed on their first course and at least every four years (or sooner at the request of RCUK or the course subcommittee).
- 9.2 If an approved course centre is not reassessed before the end of the fourth year, a new course centre application may need to be submitted.

## **10. Termination by the Approved Course Centre**

- 10.1 If an approved course centre wishes to terminate its contract with RCUK or discontinue offering a specific course type (e.g. ALS, EPALS, NLS, or ARNI), then it must submit formal written

termination notice to RCUK. RCUK will confirm receipt of the termination request within five working days.

- 10.2 The termination notice period will be three months. During this time, the approved course centre may continue to run courses or offer the specific course type in question, but all course returns must be completed by the end of the notice period. After expiry of the termination notice period, the approved course centre will, as relevant, no longer have access to the LMS and course materials, or cease to have access to the specific course type and materials. The approved course centre shall cease to hold itself out as the provider of the relevant Approved Course(s).
- 10.3 Any requests to amend or update candidate results (e.g. examination retests) after the expiry of the termination notice period must be submitted to the RCUK Course Coordinators.
- 10.4 In connection with any such termination by the approved course centre
  - 10.4.1 RCUK will not issue refunds for course manuals ordered in advance or for unused course registrations;
  - 10.4.2 approved course centre documentation will be retained by the approved course centre and be made available to the candidate and RCUK for such period as the approved course centre retains such course documentation which should be at least 5 years.

## **11. Loss of Course Centre accreditation**

- 11.1 If an approved course centre doesn't run a course for more than four years, its accreditation will lapse automatically, and a new application must be made.
- 11.2 If, on any occasion, any course criteria as set out within the Advanced Course Regulations are not met, future courses may have their approval cancelled, and pending course requests may not be approved.
- 11.3 Without prejudice to any rights of RCUK under paragraph 6.3, continuous non-payment of invoices in a timely manner may result in the removal of approved course centre status.
- 11.4 RCUK may retrospectively withdraw course approvals or approved course centre registration if the Advanced Course Regulations are not met.
- 11.5 RCUK reserves the right to revoke any approved course centre accreditation at any time.
- 11.6 In the event, RCUK proposes to terminate or cancel an approved course centre's ability to provide any Approved Course(s) or to remove, withdraw or revoke accreditation of any approved course centre RCUK will give the relevant course centre one month's notice in writing and will provide a written rationale setting out the reason for the exercise of any such right. The approved course centre will have the right to respond (in writing) to any proposed exercise by RCUK of any right under this paragraph within 21 days and any such response will be reviewed by RCUK but nonetheless the ultimate decision will be in the absolute discretion of RCUK.

### Contact information

For any queries about these Terms and Conditions or any Approved Course, please contact us at <https://support.resus.org.uk/support/home>. If the Approved Course is scheduled to run within a week, please call us on 020 7388 4678. Our phone lines are open at the times advertised on the RCUK website.

### Revisions and Updates

Any material changes of these terms and conditions will be notified to the Course Centre Administrator and responsible person within the course centre by email to the email address provided in accordance with paragraph's 2.8.1 and 2.8.2. Details of any such changes will also be posted on the RCUK LMS.

**On behalf of the applicant to become an approved course centre, we accept that the above T&Cs will apply to all advanced courses run by us.**

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| Signature                |  |
| Print name               |  |
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