

**FACULTY OF PHARMACEUTICAL MEDICINE
OF THE ROYAL COLLEGES OF PHYSICIANS OF THE UNITED KINGDOM
REVALIDATION APPRAISER AGREEMENT (ONE YEAR TERM)
July 2023**

Name of Appraiser:

Address:

Email:

Telephone (day):

Telephone (out of hours):

1. Introduction

- 1.1 This agreement (the Agreement) is made between the Faculty of Pharmaceutical Medicine (FPM) and the above-named person who will undertake the role of Faculty Appraiser (the Appraiser).
- 1.2 This Agreement covers a period of one year after which time the Agreement may be formally renewed in writing for a further period, normally three years if both parties are in agreement.
- 1.3 This Agreement takes the form of a contract for the provision of professional services and not a contract of employment.

2. Role of the Appraiser

- 2.1 In signing the Agreement, the Appraiser agrees to undertake the following:
 - a) To conduct appraisals in accordance with the General Medical Council's (GMC) guidance on *Good Medical Practice* and any other guidance from an official body as directed by FPM.
 - b) To be available to conduct a minimum of five appraisals each appraisal year if requested to by FPM. To notify the Responsible Officer (RO) in writing explaining the circumstances if there are exceptional circumstances that would not allow this.
 - c) To inform the FPM RO without delay should any concerns regarding an appraisee's fitness to practise and /or engagement with the revalidation process arise should this be before, during or after an appraisal.
 - d) To participate in performance reviews. This process will include the RO or appropriate delegate reviewing and auditing selected appraisals undertaken by the Appraiser and will also include the RO and the Appraiser receiving feedback from appraisees on the quality of appraisals undertaken by the Appraiser.
 - e) At the time of signing or renewing their contract, all Appraisers must have a current licence to practise without undertakings, conditions or sanctions and be fully engaged in revalidation and appraisal via their designated body. If an Appraiser relinquishes their

licence to practise or they are under investigation by an employer they must inform FPM of this. Their role will be put on hold pending any investigation by their employer or FPM.

- f) In order to be effective in the role, appraisers must be seen to be supportive of all GMC principles of revalidation and of all FPM Designated Body policies.
- g) To provide a current photograph of themselves that will be shared for identification purposes at the point of confirmation of allocation to a new appraisee.

3. Allocation of Appraisals

- 3.1 FPM will allocate appraisals to the Appraiser but does not guarantee that it will allocate either any appraisals or a minimum number of appraisals in any given period. FPM will not be liable for any perceived loss of income by the appraiser should the number of allocated appraisals be less than the Appraiser was anticipating in any given period.
- 3.2 The Appraiser will notify the Revalidation Team of any change in circumstances that may have an impact on the appraisal allocation process such as re-location, (sudden) extenuating circumstances and anticipated significant periods of leave.
- 3.3 If the Appraiser believes that their allocation of appraisals is inappropriate or unfair they should raise their concerns with the Revalidation Team in the first instance. If the matter is not resolved satisfactorily the Appraiser may raise their concerns with the FPM Chief Executive in writing whose decision shall be final.

4. Conducting Appraisals

- 4.1 In signing the Agreement, the Appraiser agrees to conduct appraisals in accordance with FPM's *Appraisal Policy*, to follow any guidance that has been issued and to agree to the following:
 - a) To organise their allocated appraisals within each individual appraisee's timeframe for appraisal (a three-month window). The appraisee will be aware of their window but if there is any doubt, the Appraiser will contact the Revalidation Team to seek clarification.
 - b) To review appraisal input documentation and supporting information prior to each appraisal meeting in order to prepare and to identify key areas for discussion.
 - c) To ensure that appraisal output documentation is processed in a timely fashion.
 - d) To ensure that the location and timing of each appraisal provides an appropriate environment for the appraisal meeting.
 - e) To ensure that once an appraisal is scheduled, adequate time is then protected in the Appraiser's diary other than in the case of exceptional or unforeseen circumstances which must be advised to the Revalidation Team at the earliest opportunity.

- f) To work with the appraisee to ensure the appraisal is closed on the e-portfolio system within 28 days of the appraisal meeting.
- g) To inform FPM of any issue which may impact on the timeline for the appraisal or delay completion past 28 days from the meeting date.

5. Remuneration and Expenses

- 5.1 The Appraiser will be remunerated by FPM at the current FPM appraisal rate (currently £550, exclusive of any VAT where applicable, for each completed appraisal). The Appraiser will submit an invoice to FPM detailing the appraisals for which he or she is requesting remuneration. The invoice may be issued by themselves as an individual self-employee or sole trader or from their employer depending upon their circumstances.
- 5.2 The Appraiser may submit a claim form for the reimbursement of out-of-pocket expenses. Expense claims must be made in accordance with FPM's *Appraiser Expenses Policy* and receipts must be provided where indicated.
- 5.3 Should it be required, FPM will reimburse the Appraiser any reasonable costs of hiring a suitable meeting room for the appraisal meeting. The Appraiser will be required to follow guidance within the *Appraiser Expenses Policy* with regard to the maximum costs allowable.
- 5.4 Where an appraisal has been scheduled in agreement with the appraisee and within the fourteen days prior to that date is cancelled or not undertaken or completed through no fault of the appraiser, the appraiser may request remuneration of a fee and reimbursement of any expenses already incurred. In these situations, remuneration and reimbursement of such expenses will normally be made with the amount depending on the circumstances and timeframes involved. The relevant clauses which manage this are present in the Revalidation Agreement all appraisees sign, available from the FPM website or on request from the Revalidation Team.
- 5.5 It is the Appraiser's responsibility where appropriate to ensure that if they are employed by a third party that their employer is in agreement to their undertaking the appraiser role.
- 5.6 It is the Appraiser's responsibility to declare any income they receive from FPM appraisals to HMRC and to declare and manage any VAT.
- 5.7 Invoices for appraisals will only be processed once the appraisal is closed in the e-portfolio system which includes completion of the Medical Appraisal Feedback Report / final questionnaire. Any payments before this has occurred are at FPM's discretion.

6. Training and Professional Development

- 6.1 Initial training will be provided by FPM and the Appraiser will be required to complete at least the initial training to the satisfaction of FPM before conducting their first appraisal.

- 6.2 FPM may require mandatory update or other training which if not undertaken may require that the appraiser role is put on hold until it has been completed.
- 6.3 Any additional training undertaken, including refresher training, will be at the Appraiser's own cost unless otherwise advised by FPM.
- 6.4 FPM will not reimburse the Appraiser for time spent undertaking training.
- 6.5 This Agreement must be signed and returned prior to the Appraiser undertaking any appraisals.
- 6.6 The Appraiser must participate in their own appraisals within the specified timelines for their own revalidation.

7. Confidentiality and Data Protection

- 7.1 In signing this Agreement, the Appraiser agrees to treat all information received or discussed in connection with any appraisal as strictly confidential with the exception that information relevant to an appraisee's revalidation may be shared with the FPM RO and / or another official representative of the FPM Designated Body and, when required, with the GMC.
- 7.2 Data Protection Legislation includes EU General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy. The terms Data Controller, Data Processor, Personal Data and Data Subject have the meaning given to them in Data Protection Legislation.
- 7.3 For the purposes of Data Protection Legislation, the appraiser is acting under the authority of FPM, which remains Data Controller. The Appraiser agrees in relation to Personal Data received in connection with this Agreement whether from the FPM or appraisee to:
 - a) Only process Personal Data received in connection with this Agreement, FPM's instructions as set out in the *Appraisal Policy*, and always solely for the purposes of providing the applicable services to FPM or as required by law.
 - b) Assist FPM in responding to any request from a Data Subject under the Data Protection Legislation within such reasonable timescale as FPM may specify and in ensuring compliance with FPM's obligations under the Data Protection Legislation with respect to security breach.
 - c) Co-operate with the relevant data protection supervisory authorities and regulators in the event of an enquiry.
 - d) Have appropriate technical and organisational measures in place against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, Personal Data appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having

regard to the state of technological development and the cost of implementing any measures.

- e) Notify FPM as soon as possible of becoming aware of a Personal Data breach.
- f) Ensure that any correspondence relating to
 - the logistics of arranging an appraisal meeting
 - any advice relating to the contents of the online portfoliois held securely.
- g) Ensure that all appraisal documentation is saved appropriately within the online portfolio. The appraiser must irreversibly delete or securely destroy all electronic and other copies of the doctor's appraisal documentation, no later than one calendar month after the Output Form has been completed on PReP, the online portfolio system. This includes deletion from:
 - All files and folders on their computer hard drive, including from the computer 'recycle bin';
 - The 'Sent items' on their email;
 - The 'Deleted items' folder on their email;
 - Any securely encrypted mass storage device (memory stick) on which a copy has been stored;
 - Any other place where the appraiser has stored the appraisal documentation.
- h) Provide evidence of compliance by making available to FPM all information necessary to demonstrate compliance with Data Protection Legislation including allowing for an audit or inspection by FPM or its mandated auditor. The Appraiser must tell FPM immediately if they consider they have been asked to do something that would infringe Data Protection Legislation.

8. Conflicts of Interest

- 8.1 It is important there is no conflict of interest or appearance of bias between appraisee and Appraiser and both parties have a responsibility to assist in the management of this. The Appraiser must supply a short and relevant professional biography to FPM which will be shared with each allocated appraisee. The appraiser will be provided with the name, job title and, where known, the current employer of the appraisee as part of this process. The Appraiser must ensure their professional biography is updated when necessary and / or by request of FPM.
- 8.2 The Appraiser must advise the Revalidation Team of any potential conflicts of interest which the Appraiser is aware of prior to an appraisal and to advise the RO of any which arise during the appraisal and of any action which was taken at the appraisal to manage any conflicts of interest that emerged.
- 8.3 The Appraiser must declare any potential conflicts of interest with their appraisees should the need arise and must make FPM aware within five working days.

9. Indemnity

- 9.1 When undertaking appraisals on behalf of and allocated by FPM, the Appraiser will be covered under FPM's Professional Indemnity Insurance, subject to policy terms and conditions.
- 9.2 The Appraiser should, where applicable, notify their own medical defence organisation or professional indemnity organisation and those of their employers that they are undertaking the role of FPM appraiser.

10. Termination of the Agreement

- 10.1 FPM reserves the right to terminate the Agreement at any time. FPM is not required to give an explanation for the termination and any such explanation will be at the discretion of the RO.
- 10.2 If the Appraiser wishes to be removed from the pool of FPM appraisers, they should notify FPM in writing giving three months' notice unless exceptional circumstances prevent this. The Appraiser must also advise the Revalidation Team of any scheduled appraisals which will require allocation to another appraiser.
- 10.3 If, at any time, FPM removes the Appraiser from its pool FPM will not be liable for any perceived loss of income arising from that Appraiser not undertaking appraisals.
- 10.4 FPM reserves the right to require reimbursement of any training and administrative costs should the Appraiser decide to withdraw from the role within their first year in the role.
- 10.5 This Agreement is valid for a period of one year.

This Agreement dated

is signed by:

The Appraiser:

Name of Appraiser:

Date signed:

On behalf of FPM:

Name / Designation:

Date signed:

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