

## Accreditation

Under the General Data Protection Regulation (GDPR), the RCP must provide comprehensive information on how records and information about living people are being collected, used and disposed of. This processing statement explains what data we hold about you, why we hold it, how we protect it and how you can access your rights.

### What we do with your data

The PRSAS team maintains information about you in order to provide you with an accreditation service and information about associated training opportunities.

### Why we need to collect and use your data

The PRSAS team must maintain up to date contact details to communicate as appropriate. Information on service delivery including provision, external contracts, and staff names and roles is essential to enable us to deliver an accreditation service as agreed in the terms and conditions below.

### Who we share your data with outside the RCP

As agreed in the PRSAS registration form the PRSAS team will share some of your data with the National Asthma and COPD Audit Programme (NACAP), who work in collaboration with the PRSAS team. This is to ensure that services are actively participating in the NACAP programme as is a requirement of gaining accreditation.

Your data will also be shared with any assessors allocated to your assessment(s). All assessors hold contracts with the RCP which contain confidentiality clauses and guidelines for data handling. You will also be given the opportunity to declare any conflicts of interest regarding the assessors appointed to you.

The PRSAS team may share some of your data with other organisations as appropriate.

### How we protect your data outside the territories covered by the GDPR

All information managed by the PRSAS team is held and used within the UK.

### How long we keep your data and why

The PRSAS team keep data relating to your service for the term until you wish to withdraw from the scheme. Any user log-ins will be deleted upon request from the individual or service, so please make sure to update us if a contact is leaving the organisation.

Please be advised that any service reports will be kept on file as a record of the accreditation.

### Your rights to:

- **access your data (Article 15)**
- **have a copy in a standard format (Article 20)**
- **restrict the use of your data (Article 18)**
- **stop your data being used (Article 21)**
- **have data deleted (Article 17)**

You have the right to access information which identifies you as a living person, held on RCP systems (Article 15). You also have the right to a copy of your data in a standard format, where technically possible (Article 20). For more information please contact the data protection officer.

Your data will no longer be used in the event that you withdraw from the scheme. Any personal information will be deleted from our webtool and RCP files, though any assessment reports will be kept as a record of your accreditation.

### Who to contact at the RCP and how to complain

Contact the data protection officer if you have queries or concerns about the above.

If you are not satisfied with the service provided by the RCP, you have the right to complain to us

([pulmrehab@rcplondon.ac.uk](mailto:pulmrehab@rcplondon.ac.uk)) or the UK regulator, the Information Commissioner. See their website for further information on GDPR and your rights.

If the use of your data changes, we will update this statement to reflect that. Regularly reviewing this information ensures you remain aware of what data we hold and use.

# Terms and Conditions of registration

Version 1.0

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## 1. INTRODUCTION

By registering with a Royal College of Physicians Accreditation Unit (hereinafter referred to as the 'RCP') Accreditation Scheme, the party registering (hereinafter referred to as 'the Service') agrees to the terms and conditions as set out below.

## 2. DEFINITIONS

For the purpose of this agreement, the following definitions apply, noting that references to the singular include plural (and vice versa):

**Accreditation** shall be taken to mean the RCP attestation related to the Service conveying formal demonstration that it has provided evidence that it complies with the relevant Accreditation Standards.

**Accreditation Lifecycle** shall be taken to mean from when a Service registers with the RCP until 5 years after a Service achieves Accreditation.

**Accreditation Scheme** shall be taken to mean the process for Accreditation developed and managed by the RCP and in this instance refers to the Pulmonary Rehabilitation Services Accreditation Scheme.

**Accreditation Standards** shall be taken to mean the standards assessed against in order to acquire Accreditation.

**Assessments** shall be taken to mean the remote reviews of uploaded information, including annual reviews, and formal demonstrations on a pre-agreed date that the Service is performing the accredited activities in compliance with the Accreditation Standards.

**accredited activities** shall be taken to mean the activities performed by the Service which are within the scope of the Accreditation Scheme.

**day** shall be taken to mean any day of the year, Sunday to Saturday, excluding Bank Holidays.

**fees** shall be taken to mean the amount the RCP is charging the Service in order to provide the Accreditation Scheme, in accordance with the Accreditation Scheme's website.

**Parties** RCP and the Service.

**Registering** shall be taken to mean the act of Registration.

**Registration** shall be taken to mean the initial step of the Accreditation process in which the Service provides information about itself and its activities and agrees to commit to accreditation and pay associated fees.

## 3. RCP DUTIES

The RCP shall:

- a. facilitate Accreditation, including annual reviews and reaccreditation of the Service;
- b. offer training workshops as communicated by the Accreditation Scheme;
- c. apply the Accreditation Standards consistently by ensuring only trained assessors are enlisted to complete Assessments. The Service shall be notified of the Assessment team in advance of the Service's Assessment and any objections to an individual assessor on the basis of a conflict of interest shall be investigated. Where the RCP deems that a conflict of interest exists, an alternative assessor shall be nominated;
- d. upon successful Accreditation of the Service, provide the Service an Accreditation certificate, which sets out the length of accreditation and any conditions; and

- e. provide due notice to the Service of any changes to the Accreditation methodology.

#### 4. SERVICE DUTIES

The Service shall:

- a. provide any information and facilities and afford the RCP such reasonable access and cooperation as may be necessary to conduct an Assessment;
- b. not take any action or use the Accreditation (or its representing brand or logos) in any such manner that may harm the Accreditation Scheme's reputation or that of its affiliated contractors, partners or representatives;
- c. comply with these Terms and Conditions and the Accreditation Standards;
- d. acknowledge that failure to comply may result in a request to provide immediate evidence of compliance. Failure to provide sufficient evidence may result in the withdrawal of Accreditation;
- e. inform the RCP of any planned changes which may bear upon the Service's conformity with these Terms and Conditions and with the Accreditation Scheme or may otherwise affect, or potentially affect, the Service's capability or scope of Accreditation, including but not limited to the following changes:
  - i. ownership
  - ii. legal, commercial or organisational status
  - iii. key organisation or management capabilities
  - iv. personnel, equipment, facilities, working environment or other resources, where significant; and
  - v. premises
- f. in accordance with the suspension or removal of Accreditation withdraw immediately from circulating any reference to Accreditation, subject to an appeals process;
- g. assist the RCP in the investigation and resolution of any properly authenticated complaints made by third parties about the Service;
- h. ensure that RCP's assessors and employees, when attending the Service's site(s), are provided with such personal protective equipment (PPE) as may be necessary to reduce risks to an acceptable level and meet any applicable legal requirements; and
- i. comply with all applicable policies on the RCP Accreditation Unit website.

#### 5. PAYMENT

- a. The Service shall:
  - i. pay fees as communicated by the RCP;
  - ii. ensure all invoices submitted by the RCP under this agreement are paid within 30 days of receipt;
  - iii. if the Service requires the RCP to list such information on invoices, provide a purchase order number or point of contact information to the RCP before 30 days of the anniversary of the Registration.
- b. The Service:
  - i. the Service shall incur a cancellation fee if the Service cancels an Assessment after a date is agreed by the Parties;
  - ii. non-payment of any portion of the fee may result in withdrawal of Accreditation and/or access to the online accreditation system;
  - iii. the RCP may recover debt from any other payments made; and
  - iv. the RCP has the right to increase fees with due notice. Notwithstanding this right, the RCP shall endeavour to provide at least 30 days' notice.
  - v. the RCP has the right to invoice for any reasonable costs that it may incur as part of its duties that are considered above and beyond the published fees.

#### 6. APPEALS

Appeals against decisions made in regards to the Accreditation Scheme (including granting, denying or extending Accreditation) shall be processed in accordance with the RCP Accreditation Unit Appeals Policy.

#### 7. CONFIDENTIALITY

- a. The Service shall keep confidential the entire content of the Accreditation Scheme, including all information provided on the online system. The Service shall use this content for the sole purpose of participation in the Accreditation Scheme.
- b. Individually identifiable information, information on a Service's performance and personnel information provided to the RCP, its employees or agents, by the Service for the purpose of participation in the Accreditation Scheme, shall be treated as confidential and shall be held under the RCP's Information Governance Policy. For the avoidance of doubt, information on Services' performance shall not include Services' accreditation status.
- c. Clause 7.a shall not apply where such information:
  - i. already exists in the public arena;
  - ii. may be legally required during the process of any court proceedings; or
  - iii. may be required during an investigation by a legally binding organisation, such as a healthcare regulator, or to another relevant body in the interest of the Accreditation Scheme's objectives and aims.
- d. It is the Service's responsibility to ensure that no patient information is provided to the RCP, its employees or agents.

#### **8. WARRANTY**

- a. The Service acknowledges that:
  - i. the RCP, including its officers, employees, agents and contractors, have consulted with members of the healthcare industry to develop the Accreditation Scheme in an endeavour to improve the provision of healthcare services;
  - ii. provision of healthcare services in accordance with the Accreditation Scheme and the awarding of Accreditation does not guarantee that the Service will comply with its legal obligations to any third party (including the proper discharge of any duty of care) in providing healthcare services;
  - iii. Accreditation does not provide a guarantee or undertaking of the Service's ongoing performance at the assessed level (although this would be expected); and
  - iv. pursuant to this, to the maximum extent permitted by law, the RCP excludes liability to the Service, its officers, employees, agents, contractors and third parties in the event that the Accreditation Scheme is not fit for such purpose.
- b. The Service indemnifies the RCP, including its officers, employees, agents, contractors, against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with a default or any unlawful, wilful or negligent act or omission on the part of the Service, its officers, employees, agents or subcontractors. The Service's liability to indemnify the RCP under this clause is reduced to the extent that any wilful, unlawful, or negligent act or omission of the RCP, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.
- c. The RCP shall not be liable to the Service for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses or other claims arising under this agreement if due process has been followed.

#### **9. TERMINATION**

- a. This agreement shall continue in force unless and until terminated by either Party by giving 90 days' written notice to the other Party. The Service acknowledges that the cost of assessments is spread out over the Accreditation Lifecycle, and as such, termination of this agreement may result in a fee commensurate with the cost the RCP has not yet recuperated.
- b. At the date of termination of this agreement by either Party, the Accreditation status shall immediately cease to be valid and all reference shall be removed from published documentation.
- c. Any termination of this agreement, however caused, shall be without prejudice to any rights or liabilities of the Parties which have been accrued on or before the date of termination, but neither Party shall have any rights to require performance of or liabilities to perform this agreement after such date.

#### **10. FORCE MAJEURE**

No failure or omission by either Party to carry out or observe any of the stipulations, conditions or warranties to be performed as set out in this agreement shall give rise to any claim against such Party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond the control of such Party.

**11. THIRD PARTIES**

No person (other than officers, employees or agents of the RCP) who is not a party to this agreement has or should have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement and consent of any person who is not a party shall be required under that Act to any cancellation or variation of this agreement.

**12. LAW and JURISDICTION**

This agreement shall be governed and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts.

**13. ASSIGNMENT**

Except as otherwise agreed by the parties in writing this agreement shall not be assigned in whole or part.

**14. INTELLECTUAL PROPERTY**

The material on any RCP website, including all text, graphics, photographs, images, moving images, sounds and illustration, is protected by copyright and trademark laws. The Service agrees:

- a. To abide by these laws
- b. That use of the material the RCP provides, or access through the website, does not grant the Service any ownership rights in such material
- c. That they are not licensed to use any of the RCP trademarks displayed on RCP websites without express written prior written consent from the RCP
- d. That written permission must be obtained from the RCP before any logo, copy, text, artwork, or any other aspect of this website or communication may be reproduced in any format, in any media.