



PROFESSIONAL COMPETENCE SCHEME

TERMS AND CONDITIONS

Last Updated: 3rd May 2011

Please read these Terms and Conditions carefully. The following Terms and Conditions will apply to all Professional Competence Schemes operated by the RCPI's constituent Training Bodies, namely:-

- Faculty of Occupational Medicine, RCPI
- Faculty of Paediatrics, RCPI
- Faculty of Pathology, RCPI
- Faculty of Public Health Medicine, RCPI
- Institute of Obstetricians & Gynaecologists, RCPI
- Irish Committee on Higher Medical Training, RCPI

By enrolling on a Professional Competence Scheme operated by one of RCPI's constituent Training Bodies you accept that you are bound by these Terms and Conditions. These Terms and Conditions may be modified at any time and such modifications will be effective immediately. The latest version of the Terms and Conditions will be published on the Professional Competence section of the RCPI website at www.rcpi.ie. Your continued participation in a Professional Competence Scheme following any such modifications shall be deemed your conclusive acceptance of the modified Terms and Conditions.

Before accepting the Terms and Conditions below please read [Key Responsibilities of Registrant/Training Body/Medical Council/Employers](#) (the "Key Responsibilities Document") in relation to Professional Competence Schemes, the terms of which are hereby incorporated by reference. Whilst these Terms and Conditions do not purport to summarise, repeat or replace the Key Responsibilities Document in any way, your attention is drawn in particular to the following key principles described therein:

- In assisting the Medical Council in the operation of Professional Competence Schemes the recognised postgraduate training bodies will provide formal structures for recording and documenting the participation of registered medical practitioners in Professional Competence Scheme activities. The Medical Council will retain responsibility for monitoring and assessing registrants' declared compliance with the Medical Council's requirements in respect of Professional Competence Schemes.
- Registered medical practitioners are required to comply with the Medical Council's Standards for Maintenance of Professional Competence – Registered Medical Practitioners (2011). These, along with the standards specified in the Medical Council's Guide to Professional Conduct and Ethics for Registered Medical Practitioners (most current edition, 7th edition, 2009), provide a framework for the broad types and quantities of activities to be pursued annually. They also define the process to be followed in pursuing these activities.

- When enrolled in a recognised Professional Competence Scheme, all registered medical practitioners must accumulate at least 50 Continuing Professional Development (CPD) credits over a 12-month period. In addition, registered medical practitioners are required to take part in at least one clinical audit exercise each year.
- Any registered medical practitioner who refuses to co-operate, fails to co-operate or ceases to co-operate with requirements to maintain competence as set out under S91 (6) of the Medical Practitioners Act, 2007 may be the subject of a complaint, by the Medical Council, to its Preliminary Proceedings Committee. Should this committee identify an issue or problem, medical practitioners may be required to provide an extensive assessment of practice. This may lead to a medical practitioner being obliged to participate in a performance assessment. “Registrants directed to enrol in the Council’s Professional Competence Scheme for performance assessment, on account of the failure on the part of the registrant to comply with a Professional Competence Scheme recognised under Section 91, will be responsible for all costs associated with any assessment under the Professional Competence Scheme for performance assessment” (Part 11 Rules and Associated Standards, Medical Council, 2011).

You hereby confirm your acceptance of the following terms.

1. I understand that I must enrol in a Professional Competence Scheme that best reflects my education, training, demonstrated competence and current practice and that I must also satisfy the published requirements of the recognised Postgraduate Training Body in respect of the Scheme.
2. I have read and understand the key responsibilities of Registrants/Training Bodies/Medical Council/Employers in relation to Professional Competence Schemes as referred to above.
3. Participants must notify their training body of any changes to their details in relation to their Professional Competence Scheme, e.g. change in scope of practice, change in registration with the Medical Council, changes to personal details etc.
4. Participation in a Professional Competence Scheme is subject to payment of an annual fee, which fee was indicated to you by RCPI.
5. An Annual Certificate will be issued to Professional Competence Scheme participants which will state the total number of CPD credits accumulated over the 12 month period. This certificate will also state whether the target set for Audit has been achieved. This certificate does not in any way assure a participant’s competence and must only be used for the purpose that it is intended i.e. if requested by the Medical Council. It is your responsibility to ensure your compliance with your statutory obligations relating to the Professional Competence Schemes.

6. I understand that RCPI will provide reports to the Medical Council in accordance with provisions of the Arrangements Document between the Medical Council and Postgraduate Training Bodies.
7. It is the responsibility of participants to maintain true and accurate records of their professional development activities to ensure compliance with Scheme requirements. Appropriate evidentiary documentation will be determined by the Training Body.
8. In the event that a participant does not achieve the minimum annual targets set out in the Scheme for 3 consecutive years or otherwise at the discretion of RCPI (acting reasonably) I understand that the Postgraduate Training Body may notify the Medical Council of details of such participants and their performance within the Scheme.
9. Participants must submit upon request any supporting documentation required by the Medical Council for the purpose of monitoring and assessing declared compliance with the Medical Council's requirements in respect of Professional Competence Schemes.
10. Participants must cooperate with their Training Body's requirements if they become the subject of a Verification Audit including making available evidentiary documentation to support credits claimed.
11. The personal data collected within the operation of Professional Competence Schemes will be used for the purpose of any reasonable activity for the efficient administration, monitoring and audit of the Professional Competence Scheme. The data may be disclosed to a third party to meet statutory obligations with respect to registration and current status on the Professional Competence Scheme or as otherwise disclosed to you. RCPI may share your personal data with third parties that are assisting RCPI in its statutory duties, but only where such third parties are engaged on terms which require those third parties to comply with RCPI's instructions and all applicable data protection legislation in relation to your personal data. We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. You should review our Privacy Policy, which is incorporated into these Terms and Conditions by this reference.
12. Each party shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly, and shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary to meet statutory obligations with respect to registration and current status on the Professional Competence Scheme or as otherwise disclosed to you.

13. Participants may not copy, redistribute, republish or otherwise make the materials on RCPI's websites available to anyone else for a commercial purpose without RCPI's prior consent in writing.
14. RCPI and its Faculties and Institute shall not be liable, including for any direct, indirect special or consequential loss, economic damage (such as without limitation loss of bargain, profit, data, reputation, placement, position, learning agreement, resultant losses or otherwise) or any other losses, arising out of participation in a Professional Competence Scheme.
15. Whilst RCPI and its Faculties and Institute tries to ensure that the information contained on its website is accurate and up to date, we cannot be responsible for any inaccuracies in the information. . This site is provided on an 'as is' basis. To the fullest extent permissible by law, RCPI disclaims all warranties, conditions and undertakings, express or implied. Neither RCPI or any of our affiliates warrant that the site will be continuously available, or that your use of the site will be uninterrupted or error free, or that the site and server will be free from infection, viruses and/or other components that have contaminating or destructive properties.
16. RCPI and its Faculties and Institute reserve the right to suspend participation in a Professional Competence Scheme in the event that we know or suspect a breach of these Terms and Conditions.
17. RCPI may link to websites which are not within our control. These links are provided for your convenience only and it is your responsibility to check the terms and conditions of any other website that you visit and to evaluate the content and accuracy of materials on such third party websites. If you choose to access linked third party websites, you do so at your own risk.
18. When using RCPI's ePortfolio system, participants must not:
 - Disclose any confidential information, third party personal data and in particular patient identifiable information;
 - Disclose any information, nor act in breach of any relevant educational contract, employment contract or similar in relation to your position and/or postgraduate training, including submitting assessments or other entries to the system contrary to stipulated guidance; or
 - Disclose any ideas, materials or works which you wish to keep confidential, or do not wish to be transmitted electronically or without your consent, or may wish to protect or obtain intellectual property protection for in the future.

19. Participants must not post to, transmit to, or input into RCPI's ePortfolio system any material which is:
- Patient Identifiable information;
 - threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, blasphemous, menacing or harassing;
 - that is in breach of copyright, breach of confidence, breach of privacy or breach of contract or license, or without license or necessary authority;
 - which is untrue or misleading;
 - which is unlawful or illegal; or
 - which is technically harmful (including computer viruses, corrupted data or other harmful or malicious data and/or software).
20. Participants must not attempt to access information to which they are not entitled, attempt to hack into the system in whole or in part, nor attempt to affect the system and/or its operation by any denial of service attack or similar or comparable act or omission. RCPI is entitled fully to co-operate with any law enforcement agency or authority or investigation in this regard.
21. Participants agree to defend, hold harmless and indemnify RCPI for any loss, expenses or damage we suffer or incur if you breach any of these Terms and Conditions.
22. RCPI and its Faculties and Institute cannot guarantee that the ePortfolio system will be compatible with all or any hardware or software which participants may use. Furthermore, RCPI cannot guarantee that the ePortfolio system will be available all the time or at any specific time.
23. These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland. You hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Irish Courts.
24. These Terms and Conditions (including the Privacy Policy and the Key Responsibilities Document) constitute the entire agreement with respect to your access and use of the site and the Professional Competence Schemes operated by RCPI. If any of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity or enforceability of any remaining provisions.