



**RCSI**

UNIVERSITY  
OF MEDICINE  
AND HEALTH  
SCIENCES

**RCSI MEDICAL  
PROFESSIONALISM  
APRIL 23 2021  
12 PM - 6 PM**

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# **MEDICAL PROFESSIONALISM INTERNATIONAL NETWORK (MPIN)**

## RCSI MEDICAL PROFESSIONALISM International Network (MPIN) MEMBERSHIP AGREEMENT

MADE ON the \_\_\_\_\_ day of \_\_\_\_\_ 2021

By and Between:

1. The Medical Professionalism International Network, Faculty of Medicine and Health Sciences, RCSI University of Medicine and Health Sciences. (Hereinafter referred to as MPIN) and

2.

(Name)

(Address) (hereinafter referred to as Network Member(s))

Each a "Party"; together the "Parties".

### BACKGROUND

1 The Medical Professionalism International Network, Faculty of Medicine and Health Sciences, RCSI University of Medicine and Health Sciences. (Hereinafter referred to as MPIN) specialises in education and research in the field of medical professionalism with a specific emphasis on professionalism for practice.

2) The MPIN is establishing a network of members (hereinafter "MPIN") consisting academic and healthcare institutions and individual experts to promote and facilitate multi- and interdisciplinary research in the area of medical professionalism (hereinafter the "Purpose")

3) This membership agreement sets out the mutual understanding between the MPIN and the Network Member in relation to the Purpose.

### 1. OBJECTIVE AND SCOPE

1.1 The overarching objective to this agreement is enable academic and healthcare institutions to engage with individual experts and teams to promote, facilitate and participate in patient focused research under the auspices of MPIN.

### 2. BENEFIT

2.1 The MPIN is beneficial to both Parties as it seeks to provide:

a) interactions between the MPIN and Network Members which will foster cross fertilisation of basic concepts of clinical needs; this in turn could lead to the development of new therapeutic approaches, diagnostics; improved health outcomes and service delivery;

b) Network Members with greater opportunities to develop their research profiles and to translate clinical research into clinical practice;

c) Network Members with greater opportunities to support and undertake research with an academic institution;

d) Network Members with greater opportunities to engage with clinical experts in the area of medical professionalism, healthcare and industry partners and funding agencies;

e) engagement and communication mechanisms to ensure research involving the MPIN and Network Members is planned and delivered in a coordinated, informed and effective manner, according to international best practice.

### 3. GOVERNANCE AND COMMUNICATION

3.1 A governance committee to provide oversight, and support the objectives of MPIN

(hereinafter the "Governance Committee"). The Governance Committee responsibilities shall include:

- a) Identifying areas of cooperation, new initiatives and funding opportunities to advance the objectives for the MPIN as set out under this Agreement;
- b) Making decisions on any action required (or where necessary, establishing working groups) to improve any aspect of performance in this regard;
- c) Overseeing and managing any conflict (or potential conflict of interest) that may arise under this agreement;
- d) Reviewing this agreement and make amendments, with the agreement of members, as is necessary.

3.2 The Governance Committee shall be composed of:

- a) MPIN Director
- b) MPIN Deputy Director
- c) MPIN Lead Researcher
- e) Professionalism expert external to the RCSI
- f) Network Member representative
- g) Network Member representative
- h) A chairperson, nominated from within the committee

3.3 Nominations for Network Members representatives to sit on the Governance Committee shall be made by Network Members and agreed at the annual MPIN meeting.

The appointment of Network Member representatives to the Governance Committee will be for a period of two years.

3.4 Communication between the Network Members will be facilitated through an annual MPIN meeting and frequent informal meetings of Network Members to facilitate application to national and international funding opportunities, meetings with researchers, funders and industry.

### 4. COLLABORATIVE AND CLINICAL RESEARCH

4.1 The Parties agree to jointly promote and support clinical research in human health, specifically in medical professionalism.

4.2 Individual study agreements setting out the roles, responsibilities, rights and obligations of the relevant parties and their associated study budget shall be put in place prior to the commencement of any collaborative and/or clinical research project.

4.3 When representing the MPIN, the Network Member agree to do so in accordance with best practice, in compliance with the applicable regulatory requirements and guidelines governing clinical trials, and ultimately safeguard patient safety, wellbeing and rights to privacy.

### 5. OWNERSHIP AND MANAGEMENT OF INTELLECTUAL PROPERTY

5.1 For the purposes of this Agreement, 'Intellectual Property' means: inventions, designs, specifications, information, techniques, know-how, patents, formulae, data, methods, processes, copyright, trademarks, software, materials, moral rights, database rights, confidential information or any intellectual or industrial property right of any nature whatsoever in any part of the world (including the right to apply to the forgoing) arising from or associated with any research grant or funding contract awarded to the MPIN.

5.2 Members will complete all document(s) reasonably requested by RCSI to ensure that Intellectual Property will be managed in accordance with National IP Protocol and funding terms and conditions.

5.3 The members agree not to use the MPIN logo unless with prior permission and directly related to a MPIN, or MPIN initiative.

### 6. RESEARCH INTEGRITY

6.1 The Members shall encourage high quality impactful research by ensuring appropriate individual learning and competence, in accordance with the National Policy Statement on Ensuring Research Integrity in Ireland. This includes acknowledging existing experience, qualifications and skills.

6.2 Publication authorship will adhere to best practice publication guidelines, and membership of the MPIN is not automatic entitlement to authorship, if the individual has not been involved in the particular study

## 7. CONFIDENTIALITY

7.1 Confidentiality obligations. Each Network Member undertakes:

- a) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the Disclosing Party in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
- b) to use such Confidential Information only for the purposes of this Agreement;
- c) to disclose such Confidential Information only to those of its personnel, professional advisers, affiliates and sub-licensees pursuant to this Agreement (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement; and
- d) to ensure that all those to whom disclosure of or access to such confidential information has been given, including its personnel, professional advisers, Affiliates and sub-licensees, comply with the provisions of this Agreement, and the Network Member shall be liable to the Disclosing Party for any breach of this Agreement by any of the foregoing.

## 8. NO PAYMENT

8.1 The Network Members agree that they will receive no payment, or bursary for being a member of the MPIN, nor does this agreement confer to the Network Member any entitlement to employment to at the MPIN or at RCSI.

## 9. TERMINATION OF MEMBERSHIP

9.1 This membership agreement may be terminated:

- a) By any Network Member by giving not less than six months' notice in writing to the sitting chairperson of their intention to do so;
- b) If the membership agreement is amended and restated by way of agreement between Network Members.

9.2 This membership agreement will be terminated with immediate effect if, in the reasonable opinion of the MPIN Director, the Network Member: (a) misrepresents the MPIN; (b) breaches this agreement; or (c) causes or is likely to cause disrepute to the MPIN Network or MPIN.

9.3 Network Membership as termed in clause 9.1 and 9.2 shall be bound by the terms of clause 7.

## 10. LIABILITY

10.1 Each party shall be solely responsible for any losses, or liabilities associated with their actions.

## 11. COMPLIANCE WITH LAW

11.1 The Network Member shall comply with all relevant laws of the EU if directly applicable or of direct effect and all relevant national laws and statutes including but not limited to, the Human Rights Act 1998, the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and with all relevant guidance relating to medical devices and clinical investigations from time to time in force including, but not limited to, the ISO 14155:2011, ISO 13485, the World Medical Association Declaration of Helsinki entitled 'Ethical Principles for Medical Research Involving Human Subjects' and the ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95).

## 12. DISPUTE

12.1 Internal escalation. The Parties shall make every reasonable effort to resolve all issues fairly by negotiation. All disputes which arise between the Parties in connection with this Agreement shall be discussed initially between the project managers for the Project. If the dispute remains it shall be referred to the Director of Research in the case of RCSI who will attempt to resolve the issue in good faith.

12.2 Mediation. In the event that the dispute has not been settled within sixty (60) days, it shall be submitted for mediation by a mediator or other appropriate independent third party expert agreed by the Parties or, in default of agreement, appointed by the Centre for Dispute Resolution in Dublin. The cost of any such mediator or expert shall be borne equally by the Parties

### 13. GENERAL

13.1 This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Parties. Transmission of an executed counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.2 This Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party agrees to submit to the exclusive jurisdiction of the courts of Ireland DULY EXECUTED as by the Parties on the date first written herein:

AGREEMENT:

NAME: \_\_\_\_\_

SIGNED on behalf MPIN:

\_\_\_\_\_

NAME: \_\_\_\_\_

SIGNED on behalf MPIN Member by:

\_\_\_\_\_

## 1. CONSENT

### 1.1 WHY IS THE SWAT NETWORK COLLECTING THIS INFORMATION?

The information contained in the Personal Information Table is being collected to generate professional MPIN profile.

This profile will be used in the following way:

1. MPIN website
2. Print and digital medial platforms (Instagram, Twitter, Linked In and Facebook)
3. Disseminated to funding agencies, clinical partners, industry
4. Advertisements generated by the MPIN to promote the specialised area of research
5. Other avenues of dissemination as agreed by the Network Members

### 1.2 STORAGE OF PERSONAL INFORMATION

Your personal information will be stored on the RCSI V:Drive (a digital folder), in a dedicated MPIN. Your information will be accessed by the MPIN Administrator and the MPIN Senior Research Projects Manager and other approved RCSI personnel

### 1.3 DESTRCUTION OF PERSONAL INFORMATION

Your personal information will be held and updated for as long as you are a member of the MPIN. On terminating your membership your personal information will be deleted from our database and your profile image, bio and contact details removed from the MPIN Website.

## 2. CONSENT

Having fully read and understood the information in Section 1, I give explicit consent for the MPIN to collect and store my personal information.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE COMPLETE THE PERSONAL INFORMATION TABLE BELOW:**

Title	
First Name	
Last Name	
Credentials	
Area of Interest	
Institution	
Affiliation or membership of professional organisations	
Work Phone Number (not shared on website)	
Work email	
Work Address (not shared on website)	
Short Bio (Max 100 words)	
Professional Social Media Tags: Twitter, Facebook, LinkedIn and Instagram	
Headshot Please submit separately by email to <a href="mailto:medicalprofessionalism@rcsi.ie">medicalprofessionalism@rcsi.ie</a> Please provide a professional head shot image if available.	