

THIS DEED OF INDEMNITY is made the [] day of [] 20[]

BETWEEN:

- (1) **[TRUST]** (“the Trust”) whose principal place of business is at [];
- (2) **THE ROYAL COLLEGE OF SURGEONS OF ENGLAND** (“the College”) whose address is at 35-43 Lincoln’s Inn Fields, London, WC2A 3PE;
- (3) **[ASSOCIATION]** (“the Association”) whose address is at [];
- (4) **[LEAD REVIEWER]FRCS** (“the College Nominated Surgeon”) of [];
- (5) **[CLINICAL REVIEWER] FRCS** (“the Association Nominated Surgeon”) of []; and
- (6) **[LAY REVIEWER]** (“the Lay Reviewer”) of [].

WHEREAS:

- A. The Trust has asked the College and the Association to assist it in resolving a problem (“the Problem”) relating to [*describe here the problem*] of [*individual surgeon’s name*] at [*name of hospital/Trust*], as set out in the Terms of Reference agreed between the College, the Trust and the Reviewers.
- B. The College and the Association have proposed that the College Nominated Surgeon (who is a Fellow of the College), the Association Nominated Surgeon (who is a member of that Association) and the Lay Reviewer (together “the Reviewers”), be jointly nominated as members of an invited review team to investigate the Problem, prepare a written report (if appropriate) and to recommend a solution for the Trust.

NOW THIS DEED WITNESSES as follows:

1. The Trust shall hold harmless and indemnify the College, the Association and the Reviewers and each of them, from and against any and all claims, losses, charges, liability (whether civil or criminal), damages, fines, financial impositions, compensation or costs (including legal costs) suffered or incurred by any or all of the College, the Association and/or the Reviewers as a consequence of any claim made or action taken by any third party claiming to be affected, prejudiced or damaged by any course of action taken by the Trust as a result of advice or recommendations made to the Trust by the College, the Association and/or the Reviewers.
2. The indemnity set out in paragraph 1 is intended to include, but not be limited to, any claim for defamation or wrongful, unfair or constructive dismissal taken by any clinician who is the subject of or directly affected

by any step or action taken based upon any advice or recommendation made to the Trust by the College, the Association and/or the Reviewers to resolve the problem. The indemnity set out in paragraph 1 shall not apply to any intentionally dishonest, fraudulent, criminal or malicious act of the College, the Association and/or the Reviewers or to any act or advice of the College, the Association and/or the Reviewers which is determined by an English Court to be negligent.

3. The Trust shall, wherever appropriate, take legal advice on the possible consequences if, in its sole discretion it acts on any advice or recommendation by the College, the Association and/or the Reviewers to resolve, ameliorate or otherwise deal with the Problem. Subject to any contrary obligation of confidentiality or legal privilege, such advice or an appropriate summary of it shall at the Trust's option be disclosed to the College who shall treat such advice in confidence.
4. The Trust shall obtain from any patient or other person any consent or permission necessary to enable the Reviewers to carry out their investigation and to produce any report. The Trust shall be responsible for compliance with any laws relating to the confidentiality of medical or patient information or data and with the Data Protection Act 1998, any Order made under it or any guidance provided by the Information Commissioner.
5. The College, the Association and/or the Reviewers shall be responsible for determining the methodology and aims of any investigation of the Problem and shall disclose such methodology and aims to the Trust. The Reviewers undertake to act reasonably and in accordance with best current professional practice in the field. The Trust shall have the right to make representations to the College, the Association and/or the Reviewers about the methodology and aims which the College, the Association and/or the Reviewers shall take into account but not be obliged to accept. The Trust shall make available to the Reviewers all relevant documentation relating to the Problem.
6. The College, the Association and/or the Reviewers reserve to themselves the right to disclose in the public interest but still in confidence to a regulatory body such as the General Medical Council, the National Patient Safety Agency or the Care Quality Commission or any other appropriate recipient, the results of any investigation and/or of any advice or recommendation made by the College, the Associations and/or the Reviewers to the Trust.
7. All parties shall treat any confidential information disclosed to them by other parties in strict confidence and use and disclose such information only for the purposes permitted by this Agreement. This obligation of confidence shall not apply to any information (i) which comes into the public domain (other than by a breach of this clause by a receiving party), (ii) which was known to the receiving party before its disclosure or

(iii) which is disclosed to the receiving party by a third party entitled to disclose it.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
9. This Agreement shall be governed by English law and the parties agree that the English courts shall have exclusive jurisdiction to determine any dispute arising from it.

IN WITNESS WHEREOF the parties have executed this Agreement as a Deed.

SIGNED BY [TRUST]	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	

SIGNED BY THE ROYAL COLLEGE OF SURGEONS OF ENGLAND	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	

SIGNED BY [ASSOCIATION]	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	

SIGNED BY [LEAD REVIEWER] FRCS	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	

SIGNED BY [CLINICAL REVIEWER] FRCS	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	

SIGNED BY [LAY REVIEWER]	
Signature:	
Name: <i>(please print name)</i>	
Job Title:	
In the presence of: <i>(please print name)</i>	
Witness Signature:	
Date:	