

# Code of conduct

## I will:

### Good standing

- Be in good standing with a regulatory body and/or College. I have not had my membership or fellowship of a College withdrawn following a College disciplinary hearing.
- Notify the Chief Executive of the RCS promptly and in writing if:
  - a) I am placed under investigation by, or facing disciplinary action of any kind from, the GMC or any other regulatory body; and/or
  - b) I am or have been charged with a criminal offence.

### Conduct and professional approach

- Adhere to the requirements of the course outline and associated course guidance.
- Behave with professionalism and integrity.
- Treat RCS staff, fellow faculty, course participants and any other persons with respect and courtesy.
- Not discuss participants inappropriately.
- Not discuss sensitive matters where such comments may be overheard.
- Not engage in behaviours that could bring the RCS into disrepute.
- Be mindful of local cultural sensitivities when teaching overseas – both inside and outside the teaching environment.
- Respond to enquiries relating to the role in a timely manner and/or alert my RCS contact if I am unavailable to deliver in the capacity of my role.
- Contribute to evaluation requests to allow ongoing improvements to RCS processes and products.

### Confidentiality

- Respect the confidentiality of information received and assessments made during course delivery.
- Not disclose for my own purposes or to a third party, except with the prior written authority of the Chief Executive of the RCS or as required by law, any sensitive information or course material accessed as a faculty member. I will adhere to this after my period as faculty has finished.
- Not make any public statements, including via social media, relating to the affairs of the RCS, without prior consultation with the RCS' Media Team, with the exception of publicising or promoting courses.
- Inform the RCS Head of Learning Operations of any article proposed for publication, if such article relates to RCS courses.

### Health and safety

- Have close regard for the health, safety and welfare of self, colleagues and course participants.

- Abide by the requirements of the Human Tissue Act 2004.

### Declaration of interest

- Immediately disclose to the RCS Head of Learning Operations any actual or potential conflict of interest or commercial connections.
- Declare any conflicts of interest (with a brief description) to the course participants through one or more means (eg introduction slide; within the course materials)
- Consult [www.rcseng.ac.uk/education-and-exams/accreditation/declaration/](http://www.rcseng.ac.uk/education-and-exams/accreditation/declaration/) if I am unclear on my faculty responsibilities relating to conflicts of interest.

### Commitment

- Maintain my teaching skills and knowledge of courses by teaching each, for which I am a faculty member, at least once a year.
- Inform the course coordinator at the earliest opportunity if I am unable to attend a specific course.

### Data protection

- Protect any data that is shared with me in the course of my faculty duties, according to the General Data Protection Regulation 2016/679. This includes, but is not limited to, disposing of other faculty members' personal email addresses after each course, unless the faculty members have explicitly given me permission to retain them.
- Maintain my RCS website account with accurate information.
- Agree that RCS and regional course coordinators may contact me with invitations to act as faculty and regarding any other matters that directly relate to my role as an RCS faculty member.
- Agree that my email address may be shared with the course director, course coordinator and other faculty of any course on which I have agreed to teach.

### The RCS will:

- Assist you with any enquiries you may have in relation to the role you are fulfilling.
- Provide supporting materials, in a timely manner, which will enable you to fulfil your role.
- Reimburse expenses in line with RCS policy.
- Pay your expenses within a reasonable time frame.
- Recognise your contribution through a variety of mechanisms.
- Keep you up to date and informed of RCS news and developments.
- Assist you with any aspect of your role, including travel, accommodation and subsistence enquiries.
- Provide a briefing on local sensitivities as required for teaching overseas.
- Where appropriate, provide certificates as proof of participation.
- Provide other forms of proof of participation as and when requested.
- Suggest other opportunities for involvement in projects/teaching that may contribute to your professional development.
- Where appropriate, provide testimonials of your contributions.

- Notify you of opportunities to fulfil your role overseas in a variety of locations at the RCS' expense.
- Inform you of events and networking opportunities that you can attend through taking on this role.

# Intellectual property, copyright and media consent

In relation to all 'works' relating to being a faculty member, course director or product development working group member.

## Intellectual Property

I assign the following rights, with full title guarantee to the work and future work, to the RCS:

- All intellectual property rights of the work.
- Any registered intellectual property rights connected with the work.
- All goodwill attached to these intellectual property rights.
- The exclusive right for the RCS to use the intellectual property rights.
- The right to sue for damages and other remedies for infringement of any of these rights.

I warrant:

- The work is my original work.
- It has not been copied from any other source.
- I am the sole owner of all intellectual property rights in the work.
- I have not licensed or assigned any rights to the work to any third party.
- My work does not infringe the statutory or common law rights of any third party.

I indemnify the RCS against any loss, damages or costs sustained in relation to any breach by me of these warranties.

I agree to provide reasonable assistance to the RCS in pursuing any infringement of intellectual property rights relating to these works.

I irrevocably and unconditionally waive, in favour of the RCS, the moral rights conferred on me by the Copyright Designs and Patents Act 1988 in respect of any Intellectual Property Rights in which the copyright is vested in the RCS. This waiver shall extend to any licensee or successor in title to such copyright. The parties hereto agree that when used by the RCS the work shall carry an acknowledgement that the assignor is the author of the work.

## Copyright

I hereby grant the RCS a licence to use material(s) contributed by me for educational and/or marketing purposes via web-based and other digital/print methods. In the event that any materials supplied by me contain the work of third party individuals or organisations, I understand that it is my responsibility to secure the relevant permissions and/or licences which will allow me to grant such a licence. The RCS will not be held responsible for any individual's failure to obtain the necessary permissions, licences and/or consents, and I indemnify the RCS against any loss, damages or costs sustained in relation to any failure to do so.

I accept that the subsequent use may be in a number of media, including but not limited to print, digital and electronic use by the RCS and/or by agents authorised by the RCS.

In the event that I do not own the copyright for any materials that I give to the RCS, I will declare this at the earliest opportunity and work with the RCS to identify the copyright owners and seek their permission, or find alternative materials that do not require copyright.

In particular, any images, data or representation of patients must have their permission.

### Consent

I consent to the capture of:

- Still images (photographs)
- Moving images (film/video)
- Audio recordings

The RCS may process this personal data in the making of the image(s) and/or recording(s) available for use for educational and/or marketing purposes in appropriate file formats via web-based and/or other digital and/or print methods.

I understand that:

- Editing may be required by the RCS or by agents authorised by the RCS for quality or technical purposes;
- Edited subsections may be used in other RCS materials for purposes stated above;
- The image(s) and/or recording(s) will be stored securely in appropriate file formats on servers belonging to the RCS and/or its authorised agents.

# Non-disclosure agreement

1. The RCS intends to disclose information to the Recipient for the purpose of:
  - a) teaching on RCS courses;
  - b) developing new content for RCS products;
  - c) re-developing content for RCS products.
2. The Recipient undertakes not to use the information for any purpose except those identified above without first obtaining the written agreement of the RCS.
3. The Recipient undertakes to keep the information secure and not to disclose it to any third party.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the RCS to the Recipient, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:
  - a) any information which is, or in future comes into, the public domain (unless as a result of the breach of this Agreement); or
  - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the RCS.
5. Nothing in this agreement will prevent the Recipient from making any disclosure of the information required by law or by any competent authority.
6. The Recipient will, on request from the RCS, return all copies and records of the information to the RCS and will not retain any copies or records of the information.
7. Neither this agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the RCS except the right to copy the information solely for the purposes identified in clause 1.
8. The undertakings in clauses 2 and 3 will continue in force indefinitely from the date of this agreement.
9. This agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this agreement.