



# Cornerstone

## TERMS AND CONDITIONS

By clicking “Accept” you agree to be bound by these terms.

### 1. Terms

- 1.1 These terms apply between The Royal New Zealand College of General Practitioners (**us or we**), and the entity that you register (you) to undergo the Cornerstone Programme accreditation process (**Cornerstone Programme**).
- 1.2 These terms are the entire agreement of the parties and supersede all prior agreements, arrangements and representations relating to the matters dealt with by these terms. Upon acceptance, your existing agreements (if any) with us in respect of Cornerstone accreditation shall terminate, unless we agree otherwise in writing (for example, to reflect any agreed transitional arrangements).
- 1.3 We may amend the terms from time to time by notifying you in writing of such amendments, provided that such amendments do not substantially increase your burden or reduce your benefits under the terms.
- 1.4 We may amend the Cornerstone Programme, including any module, from time to time by notifying you in writing of such amendments. You will not be assessed against any amendments until your next assessment under the relevant module that is after the date the amendments come into effect. However, you should take steps to meet any amendments to a module as soon as reasonably practicable after notification.

### 2. Term and termination

- 2.1 The terms apply from the time of your acceptance, unless we agree otherwise in writing (for example, to reflect any agreed transitional arrangements), until either party terminates your participation in the Cornerstone Programme in accordance with the terms.
- 2.2 Either party may terminate these terms and your accreditation with immediate effect by providing the other party written notice if the other party commits a material breach of these terms and if such breach is not remedied within 21 days after receipt of notice by that party requiring remediation.
- 2.3 You may terminate your accreditation under a module, or these terms and your accreditation under all modules, with immediate effect by providing notice to us.
- 2.4 We may terminate these terms and your accreditation under all modules with immediate effect by providing notice to you if you no longer hold Foundation Standard certification.

### 3. Accreditation process

- 3.1 To be eligible to be awarded a Cornerstone Programme accreditation you must hold Foundation Standard certification.
- 3.2 In order to achieve a Cornerstone Programme accreditation, you must accumulate points by completing modules. Each module is allocated a number of points. The number of points you accumulate will determine your Cornerstone Programme tier status.
- 3.3 Cornerstone Programme tier status is available in three levels:
  - (a) Bronze
  - (b) Silver
  - (c) Gold.
- 3.4 Bronze status is achieved by completing the Continuous Quality Improvement (CQI) and Equity modules. You must maintain accreditation under the CQI and Equity modules to hold any Cornerstone Programme tier status.
- 3.5 Following achievement of Bronze status, to achieve Silver or Gold status you may complete any other modules that we have approved. To achieve Silver or Gold status you must hold the applicable number of points published by us from time to time.
- 3.6 We will provide you with access to an online portal to access the modules (subject to your payment of the relevant fee in accordance with paragraph 6) and to upload any required evidence of completion. We may also direct you to external programmes that we have approved as Cornerstone Programme modules.
- 3.7 To successfully complete a module you will:
  - (a) for modules that we have created, be assessed against the module by an assessor; or
  - (b) for external modules that we have approved, provide evidence of your completion, such as a copy of the relevant certification.
- 3.8 We will provide you access to a list of assessors who have been trained by us to undertake your assessment against our modules.
- 3.9 You must use an assessor from our list to undertake the assessment process, provided that the assessor must not be an employee or contractor of your practice. You are responsible for paying the assessor's fees. You are also responsible for undertaking any external modules that we have approved, including paying the relevant fees.
- 3.10 For assessment against our modules, you may give your assessor access to the evidence you upload to the portal.
- 3.11 Your assessor will notify us when you have completed the relevant module and we will:
  - (a) subject to paragraph 7.9(b), notify your Primary Health Organisation (PHO);
  - (b) record your achievement in the portal; and
  - (c) if you have gained enough points to increase your Cornerstone Programme tier status, issue you the relevant certificate of accreditation.
- 3.12 Following accreditation you may publicly display your then current Cornerstone Programme tier status (including electronically), provided that you include the expiry date of your Cornerstone Programme status. You must remove all displays of your accreditation if your accreditation expires.

#### **4. Accreditation periods**

- 4.1 Your accreditation under each module that we create and publish through the portal will be valid for three years following successful completion. Your accreditation under an external programme that we have approved as a Cornerstone Programme module will be valid for the period set by the relevant third party, provided that no such period shall be longer than three years.
- 4.2 Your accreditation under each Cornerstone Programme tier status will be reviewed annually from your date of achieving such status to ensure you have maintained a sufficient number of points.
- 4.3 If you achieve a higher tier status, your reviews will reset to commence from the new date of achievement. For example, if you have achieved bronze status in February, your tier status would be reviewed the following February. However, if you accumulate enough points to achieve silver status in July, your reviews would reset, and your tier status would be reviewed the following July.
- 4.4 If your points drop below the required number for a given tier status, your tier status will remain valid until your next annual review. For example, if you achieved silver status in July, and a module accreditation expires in October, such expiry will not immediately affect your tier status, which will be reviewed and adjusted the following July.
- 4.5 To maintain your status you must maintain a sufficient number of points at each tier status anniversary by:
  - (a) completing new modules; or
  - (b) completing the refresher requirements for your completed modules, as such requirements are set out in the relevant module.

#### **5. Suspension of accreditation**

- 5.1 We may suspend your entire Cornerstone Programme accreditation, your tier status, or your accreditation under a module at any time if we believe, acting reasonably, that you have materially failed to comply with a module, or the Foundation Standard.
- 5.2 If we suspend your accreditation, you must remove all publicly available references to your Cornerstone Programme accreditation, your tier status, or the relevant module (as applicable) during the period of suspension, including all physical or electronic references.
- 5.3 If we believe, acting reasonably, that you may have materially failed to comply with a module, or the Foundation Standard, we may require you to undergo a reassessment at your own cost of the part of the module or the indicators of quality in the Foundation Standard for which we believe there may be non-compliance.
- 5.4 Following reassessment, we will notify you and, subject to paragraph 7.9(b), your PHO whether or not you comply with the relevant module or Foundation Standard.
- 5.5 If we notify you that you are not compliant under paragraph 5.4, you must take the necessary actions to comply with the relevant module or Foundation Standard.
- 5.6 When you believe you comply with the module, you must undertake a reassessment at your own cost. Following reassessment, paragraphs 5.4 to 5.6 will be repeated until you comply with the relevant module or Foundation Standard.
- 5.7 Following our removal of your suspension, or notification of compliance under paragraph 5.4, you may reinstate all public references to your accreditation.
- 5.8 To avoid doubt, any reassessments under this paragraph 5 shall not change the expiry date of your accreditation under the relevant module.

## **6. Fees**

- 6.1 You must pay us the published or agreed fee, plus GST (if any), for each module or refresher. You may cancel your subscription to a module or refresher within five days of your purchase and we will provide you a full refund. After five days, all fees are non-refundable.
- 6.2 You must pay the fee before you are given access to the relevant module or refresher.

## **7. Information handling and confidentiality**

- 7.1 Confidential information means all information of one party that by its nature could reasonably be considered to be confidential, including personal information as defined in the Privacy Act 1993 or any successor legislation, that is disclosed to the other party in connection with the Cornerstone Programme accreditation process.
- 7.2 Our confidential information includes the Cornerstone Programme modules published in the portal, and may include information we provide to you regarding the Cornerstone Programme that is not publicly available, all of which must not be disclosed to third parties other than in accordance with this paragraph 7.
- 7.3 Your confidential information includes the evidence of your compliance with a module, including your self-assessment and practice assessment information in the portal or provided to us in any other way.
- 7.4 You agree that:
  - (a) we may access and use your confidential information in connection with administering the Cornerstone Programme accreditation process; and
  - (b) if you have not uploaded your evidence into the portal, your assessor may provide us copies of such evidence to enable us to undertake moderation in accordance with paragraph 9.2 (this paragraph is for the benefit of, and enforceable by, your assessor).
- 7.5 Except as permitted by these terms, each party shall:
  - (a) use the other party's confidential information (including personal information) only in connection with the Cornerstone Programme, and will not use such confidential information for any other purpose;
  - (b) hold and use the other party's confidential information in accordance with the Privacy Act (to the extent applicable);
  - (c) disclose the other party's confidential information only in accordance with paragraphs 7.6 to 7.9 and will not otherwise disclose such information to any other third party; and
  - (d) take all reasonable steps to safeguard the other party's confidential information from any unauthorised access, use, processing, disclosure, loss or destruction.
- 7.6 We may use information that does not identify your practice or any other person for statistical purposes, including publishing such information.
- 7.7 We will publish the name, address and the Cornerstone Programme status level of your practice upon accreditation. We may also publish your accreditation under particular modules.

7.8 A party may disclose confidential information:

- (a) to its related companies, directors, professional advisers, auditors and personnel as strictly necessary in connection with the Cornerstone Programme; and
- (b) if and to the extent disclosure is required by law.

7.9 We may also disclose your confidential information to:

- (a) an assessor that we reasonably believe you have engaged to undertake your assessment;
- (b) your PHO, provided that you may notify us that you do not want your PHO to have access to your confidential information to the extent that it relates to your Cornerstone Programme accreditation, in which case we will not disclose such information to your PHO; and
- (c) a person undertaking moderation of assessments in accordance with paragraph 9.2, provided that the disclosure shall only be to the extent necessary to enable moderation.

7.10 If a party becomes aware that any unauthorised access, use, processing, disclosure, loss or destruction of the other party's confidential information has or is likely to have occurred, it will:

- (a) notify the other party as soon as reasonably possible;
- (b) take all reasonable steps to stop, mitigate and prevent the reoccurrence of such unauthorised access, use, processing, disclosure, loss or destruction;
- (c) provide the other party with sufficient information to enable the other party to determine the extent of the unauthorised access, use, processing, disclosure, loss or destruction; and
- (d) reasonably assist the other party to undertake any breach notification processes required by law.

## **8. Intellectual property**

8.1 Each party or its licensors continues to own all intellectual property rights in that party's information and materials. To avoid doubt:

- (a) we own all intellectual property rights that may exist in and to:
  - (i) the Cornerstone Programme modules and all related materials that are published in the portal;
  - (ii) all trade mark rights in connection with The Royal New Zealand College of General Practitioners and its Cornerstone Programme, including but not limited to The Royal New Zealand College of General Practitioners, The Royal New Zealand College of General Practitioners logo and devices, RNZCGP, Cum Scientia Caritas, Cornerstone and the Cornerstone logos and devices; and
  - (iii) the portal to which we give you access; and
- (b) you own all intellectual property rights that may exist in the evidence and any supporting material that you upload into the portal.

8.2 Each party grants the other a non-exclusive, non-transferable, royalty-free licence to exercise, only for the duration of these terms and to the extent necessary to undertake or administer (as applicable) the Cornerstone Programme, all intellectual property rights provided by or on behalf of the party in connection with the Cornerstone Programme. We may sublicense this licence to your assessor for the purposes of enabling that assessor to undertake your assessments. This licence does not limit a party's obligations of confidentiality under paragraph 7.

## **9. Assessors**

- 9.1 If you have a complaint about an assessor, you may notify us and we will investigate your complaint.
- 9.2 We will periodically moderate assessments to ensure practices across New Zealand are consistently assessed against the Cornerstone Programme modules.

## **10. General**

- 10.1 Notices must be provided in writing and may be provided electronically, including by email or by us through the portal.
- 10.2 Our total aggregate liability to you under or in connection with these terms or the Cornerstone Programme, whether in contract or tort (including negligence) or otherwise, in any calendar year will not exceed \$1,500.
- 10.3 The portal or Cornerstone Programme may contain links to websites that are owned or operated by third parties. Third party sites may be subject to their own terms and conditions and we are not responsible for the availability of, or the content located on or through, any external site.
- 10.4 No party may assign, novate or transfer any of its rights or obligations under these terms without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 10.5 If your practice undergoes a significant change, we may, at our sole discretion, require you to undergo a reassessment under the Cornerstone Programme at your cost, in whole or in part. A significant change may include a change in location, change in ownership, major renovations, changing PHOs or merging with another practice.