



He Kounga Tuapapa | **Foundation Standard**

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 He Kounga Tuapapa | Foundation Standard certification process (**Foundation Standard**).
- 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 Foundation Standard and 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 Foundation Standard from time to time by notifying you in writing of such amendments. You will not be assessed against any amendments to the Foundation Standard until your next assessment. However, you should take steps to meet any amendments to the Foundation Standard 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 Foundation Standard in accordance with the terms.
- 2.2 Either party may terminate these terms and your certification 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 these terms and your certification by providing us notice no less than one month before your certification is due to expire.

3. Certification process

- 3.1 To achieve certification you must be assessed against the Foundation Standard by an assessor.
- 3.2 We will provide you access to a list of assessors who have been trained by us to undertake your assessment.

- 3.3 You must use an assessor from our list to undertake the certification process, provided that the assessor must not be an employee or contractor of your practice. You are responsible for paying the assessor's fees.
- 3.4 We will provide you with access to an online portal where you may upload the evidence set out in the Foundation Standard to show that your practice meets each of the indicators and criteria of quality. You may also upload additional supporting material into the portal. You may give your assessor access to the evidence you upload to the portal.
- 3.5 The assessor will notify us when you have met the Foundation Standard. Following notification, we will issue you a certificate of certification.
- 3.6 If your certification expires:
- (a) we will notify your Primary Health Organisation (PHO); and
 - (b) you must take the necessary actions to remedy any issues in order to comply with the Foundation Standard.
- 3.7 Following certification you may display your certificate (including electronically), provided that you include the expiry date of your certification. You must remove all displays of your certification if your certification expires.

4. Certification period

- 4.1 Your certification will be valid for three-year periods, beginning on the date of your first successful assessment.
- 4.2 You must ensure continuous certification. You will therefore need to ensure that you have engaged an assessor and allowed sufficient time for the assessment to be undertaken in accordance with paragraph 3, prior to the expiry of your certification.

5. Suspension of certification

- 5.1 We may suspend your certification at any time if we believe, acting reasonably, that you have materially failed to comply with the Foundation Standard.
- 5.2 If we suspend your certification, you must remove all publicly available references to your certification during the period of suspension, including all physical and electronic references.
- 5.3 If we believe, acting reasonably, that you may have materially failed to comply with the Foundation Standard, we may require you to undergo a reassessment (at your own cost) of the indicators and criteria of quality for which we believe there may be non-compliance.
- 5.4 Following reassessment, we will notify you and your PHO of whether or not you comply with the Foundation Standard.
- 5.5 If we notify you that you are materially not compliant under paragraph 5.4, you must take the necessary actions to comply with the Foundation Standard.
- 5.6 When you believe you comply with the Foundation Standard, 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 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 certification.
- 5.8 To avoid doubt, any reassessments under this paragraph 5 shall not change the expiry date of your certification.

6. Fees

- 6.1 You must pay us an annual licence fee of \$500 plus GST (if any), unless agreed otherwise, for each period of 1 April to 31 March each year, regardless of when your certification expires. All fees are non-refundable. We may vary the fees from time to time by providing you written notice. Any changes to the fees shall apply from your next annual instalment.
- 6.2 We will invoice you annually. You must pay each invoice by the 20th day of the month following the month in which you received the invoice.

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 Foundation Standard certification process.
- 7.2 Our confidential information may include information we provide to you regarding the Foundation Standard that is not publicly available.
- 7.3 Your confidential information includes the evidence of your compliance with the Foundation Standard, 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 Foundation Standard; and
 - (b) if you have not uploaded your evidence of compliance with the Foundation Standard 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 only in connection with the Foundation Standard certification process, 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 and address of your practice upon certification.

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 Foundation Standard certification process; 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; 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 Foundation Standard and all related materials;
 - (ii) all trade mark rights in connection with The Royal New Zealand College of General Practitioners and its Foundation Standard, 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, Foundation and the Foundation 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 Foundation Standard certification process, all intellectual property rights provided by or on behalf of the party in connection with the Foundation Standard certification process. We may sublicense this licence to your assessor for the purposes of enabling that assessor to undertake your assessment. This licence does not limit a party's obligations of confidentiality under paragraph 7.

9. Complaints and moderation

- 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 Foundation Standard.

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 Foundation Standard certification process, whether in contract or tort (including negligence) or otherwise, in any calendar year will not exceed an amount equal to the fees paid by you in the preceding calendar year.
- 10.3 The portal or Foundation Standard 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 Foundation Standard 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.