

DATED 4 APRIL 2024

GPDF LIMITED

AND

BRITISH MEDICAL ASSOCIATION

**DEED OF GRANT
For the Grant Periods
1 January 2024 to 31 December 2026**

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DEED OF GRANT
DATED 4 APRIL 2024

BETWEEN

- (1) **GPDF LIMITED** (incorporated in England and Wales with registered number 1508388) whose registered office is c/o 11-13 Cavendish Square, London, England, W1G 0AN (**GPDF**); and
- (2) **BRITISH MEDICAL ASSOCIATION** (incorporated in England and Wales with registered number 8848) whose registered office is at BMA House, Tavistock Square, London, WC1H 9JP (**BMA**).

RECITALS

- (A) Following changes to the funding structure of the GPC in 2018, BMA's policy was to fund members of the GPC at the honoraria rates that applied to other BMA members and branches of practice, which policy would have resulted in GPC members receiving lower honoraria payments than were previously received under direct GPDF funding of GPC members.
- (B) Since 1 July 2018 GPDF has made a series of grants to BMA to be used to top up the honoraria payments to GPC members and remuneration of the executive team members previously engaged by GPDF.
- (C) The Parties have reached agreement for a further series of grants to be made available by GPDF to BMA for up to a three year period from 1 January 2024 to 31 December 2026 to be used to top up the honoraria payments to GPC committee members) and remuneration of the Executive Team members and BMA agrees to apply the grant for the relevant purposes on the terms of this Deed.
- (D) The Parties have agreed in good faith to work collaboratively to deliver efficiency gains, effective representation and value for money for the GP profession as a whole. The Parties intend to commit to ongoing and regular dialogue throughout the lifetime of the Deed (timings to be agreed).

AGREED TERMS

1. **DEFINITIONS**

Annual Certification means confirmation in writing provided by BMA to GPDF on the dates set out in Schedule 3 to this Deed.

Annual Uplift means an adjustment to a Total Grant to reflect the percentage increase in the Consumer Prices Index including owner occupiers' housing costs (CPIH) during the calendar year before the Grant Period to which the relevant Total

Grant relates (the CPIH Annual Rate) as published by the Office of National Statistics (ONS);

Business Days means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Conferences means those conferences known as the Annual Conference of LMCs; the LMC Secretaries Conferences (also known as the honorary secretaries conferences); any special conference of the LMCs; and the individual UK, English, Welsh and Scottish LMC Conferences.

Confidential Information means all information identified as confidential or which should reasonably be regarded as confidential relating to the business, affairs, customers, clients or suppliers of the Parties, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by the receiving Party of Clause (*Confidentiality*) or by any of its officers, members, directors, employees, professional advisers, auditors or partners to whom it has been disclosed in accordance with this Deed;
- (b) is identified in writing at the time of delivery as non-confidential by the disclosing Party or any of its advisers; or
- (c) is already known by the receiving Party before the date the information is disclosed to it by the disclosing Party or is lawfully obtained by the receiving Party after that date, from a source which is, as far as that Party is aware, unconnected with the other Party and which, in either case, as far as the receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality;

Core Grant means, for the purposes of Total Grant 2025 and Total Grant 2026, not less than 87.5% of the Total Grant for those years.

Discretionary Grant or Grants means a discretionary element of the Total Grant(s) for 2025 and 2026 made available by GPDF to BMA following a vote open to LMC Nominees by Nation at the GPDF's AGM in the calendar year prior to the relevant Grant Period and apportioned between the Nations in the proportion to actual spending under this Deed in each Nation in the relevant Grant Period;

Effective Date means 1 January 2024;

Executive team members means

Chair GPC UK

Chair GPC England

Chair Scotland GPC

Chair GPC Wales

Chair Sessional GP Committee

Deputy Chairs GPC England (three)

Deputy Chairs Scotland GPC (two)

Deputy Chair GPC Wales (one)

Force Majeure Event means any circumstance that prevents a Party from fulfilling its obligations under this Deed that is not within a Party's reasonable control including:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) any law or any action taken by a government or public authority, including without limitation imposing a payment delay or prohibition, or failing to grant a necessary permission, licence or consent;

(d) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case relating to the Party seeking to rely on this clause); and/or

non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause).

GPC means General Practitioners' Committee;

GPC Committee(s) means GPC UK and its component committees;

Grant or Grants mean a grant(s) made under the Grant Facility;

Grant Facility or Grant Facilities mean the grants to be made available to BMA as set out in Schedule 2;

Grant Periods means the periods 1 January to 31 December in each relevant calendar year and Grant Period means any one of them as set out in clause 2 and Schedule 2;

Grant Payment means the payments that shall be made in accordance with Schedule 2.

Grant Standards means the standards set out in Schedule 1;

2023 Grant means the grant provided by GPDF to BMA for the period 1 January 2023 to 31 December 2023 pursuant to the Deed of Grant dated 17 July 2023;

LMC means a local medical committee;

LMC Nominee or Nominees means the individual nominated by their LMC to be a member of GPDF Ltd and who is a registered member of GPDF Ltd;

Nation means one of England, Scotland or Wales;

Nations means England, Scotland and Wales;

NICs means employers' and employees' National Insurance Contributions;

Party or Parties means a party or parties (as the case may be) to this Deed;

PAYE means Pay as You Earn;

Purpose has the meaning given in Clause 3 (*Purpose*);

Tax means any tax including but not limited to VAT, levy, impost, duty or other charge or withholding of a similar nature, and any tax payable on benefits or expenses, including any penalty, fine, charge, costs or interest payable in connection with any failure to pay or any delay in paying any of the same;

Termination Date means 23:59 on 31 March 2027, or before then the earlier of (i) a date agreed between the Parties in writing or (ii) the date notified by either Party in accordance with clauses 8 or 9;

Total Grant means the Total Grant 2024, the Total Grant 2025 or the Total Grant 2026, or all of them, as the context requires;

Total Grant 2024 means the sum of £1,592,000 (one million five hundred and ninety two thousand pounds);

Total Grant 2025 means a grant not less than the Core Grant but not exceeding £1,592,000 (one million five hundred and ninety two thousand pounds) inclusive of any payments made by GPDF to BMA as a Discretionary Grant or Grants in 2025 plus the amount of the Annual Uplift in respect of the calendar year 2025;

Total Grant 2026 means a grant not less than the Core Grant but not exceeding £1,592,000 (one million five hundred and ninety two thousand pounds), inclusive of any payments made by GPDF to BMA as a Discretionary Grant or Grants in 2026, adjusted by the amount of the Annual Uplift in respect of the calendar year 2025, plus the amount of the Annual Uplift in respect of the calendar year 2026;

VAT means United Kingdom value added tax (together with any replacement or equivalent tax).

2. GRANT

2.1 Subject to the terms of this Deed and subject to earlier termination, from the Effective Date, GPDF agrees to provide BMA with the Grant Facilities set out in Schedule 2 of this Deed. For each Grant Period, the relevant Total Grant represents the maximum amount of the Grant Facility that shall be payable and such sum shall be inclusive of any payments made by GPDF to BMA as a Discretionary Grant or Grants in the relevant Grant Period.

2.2 Subject to clause 2.1, GPDF shall upon written requests by the BMA make the payments in accordance with Schedule 2 and the BMA shall provide the GPDF with an Annual Certification in writing in accordance with Schedule 3 confirming that the Grant or Grants have been spent in accordance with the terms of this Deed of Grant.

2.3 In the event that any dispute arises in respect of this clause and Schedules 2 and 3, it shall be dealt with in accordance with clause 6 and GPDF shall advance to BMA the sum agreed between the Parties or determined by a Court in accordance with clause 6 as payable to BMA within ten Business Days of the date that the Parties agree or the final Judgment is received by GPDF (a Judgment is not final if it is under consideration for appeal until the time for appeal has expired).

3. PURPOSE

3.1 BMA shall use all Grants (including any Discretionary Grants) received by it pursuant to the terms of this Deed:

3.1.1 to top up the honoraria payments (but not locum payments or expenses) made to GPC Committee members entitled to claim honoraria for attendance or work on behalf of BMA;

3.1.2 for remuneration of the Executive Team members incurred during the relevant Grant Period; and

3.1.3 in the case of Discretionary Grants, as directed by GPDF in terms of the amounts to be allocated to top up honoraria payments (but not locum payments or expenses) for each of the Nations,

in each case, in accordance with the Grant Standards (the **Purpose**).

3.2 GPDF is not bound to monitor or verify the application of any Grant.

3.3 Acknowledging Recital (D), GPDF and BMA each agree to use reasonable endeavours to arrange dates to regularly meet to discuss in good faith, in consultation with GPCs, and implement a quality framework to facilitate ongoing review to assess the effectiveness of the Grant in meeting the requirements of LMCs, GPDF, GPCs and BMA, with the first such meeting taking place not later than 31st July 2024.

4. TAX

4.1 The Grants are inclusive of any applicable VAT, and BMA shall be solely responsible for accounting to HM Revenue & Customs for any such VAT and any related penalty, fine, surcharge, interest, or charges payable, and shall be solely responsible for any costs and expenses (including legal and accountancy fees) relating to any VAT liability, enquiry by HM Revenue & Customs and/or any related dispute.

4.2 BMA shall be solely responsible for accounting to HM Revenue & Customs for any PAYE, NICs and/or obligations on any payments to GPC members including the Executive Team whether by way of salary, honorarium, expenses or otherwise, and shall be solely responsible for any penalty, fine, surcharge, interest, and/or charges relating to such liabilities, and any costs and expenses (including legal and

accountancy fees) in connection with any related enquiry by HM Revenue & Customs and/or any related dispute.

4.3 BMA shall not seek any payment from GPDF in relation to any Tax, NICs and/or PAYE, including any penalty, fine, charge, costs and/or interest payable in connection with any failure to pay or any delay in paying any of the same whether relating to payments made using the Grant funds or otherwise and/or an assessment raised by HM Revenue & Customs against BMA for any Tax or NICs in respect of the current or previous tax years including restriction of future Tax recovery.

4.4 BMA shall indemnify GPDF in respect of GPDF's reasonable costs incurred, including legal costs and accountancy fees, if BMA does seek payment from GPDF as described in clause 4.3 above, or GPDF incurs costs as a result of a dispute between BMA and HM Revenue & Customs and/or an assessment raised by HM Revenue & Customs.

5. UNDERTAKINGS

5.1 BMA shall promptly (and in any event within 10 Business Days) supply to GPDF such information and documentation as GPDF may reasonably request in relation to the activities of BMA to the extent that such information and documentation relates to activities funded by a Grant.

5.2 BMA shall provide GPDF with a financial report on its use of the Grants on a half-yearly basis and in such formats as GPDF may reasonably require to verify that the Grants are used by BMA for the Purpose. BMA shall provide GPDF with each report within three months of the last day of the half-year to which it relates and BMA shall remain obliged to provide a financial report to GPDF in respect of its use of the 2023 Grant by no later than 31 March 2024.

5.3 If BMA intends to seek further grant funding from GPDF for periods following the Termination Date BMA shall before 1 July 2026 provide GPDF with its plans, projections, forecasts and budgets in native format (excel or word or such format reasonably required by GPDF as applicable) for GPC Committee(s) for the period 1 January 2027 to 31 December 2029, or for such other period as the Parties may agree. The Parties acting in good faith will arrange dates to regularly meet to discuss this material between 1 July 2026 and 31 December 2026.

5.4 BMA hereby agrees, on reasonable notice, to permit GPDF a right at GPDF's own cost (unless a breach is discovered when BMA shall be liable for the reasonable costs of GPDF) within normal working hours to appoint an independent auditor (at GPDF's sole discretion) to inspect and copy any such books, records and documents, and accounting information together with any other facilities that may reasonably be required by GPDF to enable GPDF to monitor the use of any Grant provided to BMA pursuant to this Deed. BMA shall afford GPDF such access and assistance as is reasonably necessary for GPDF to exercise its rights under this clause 5.

5.5 The provisions of the agreement for the sharing of data and related matters in relation to GPDF grant funding and GPDF/BMA functions between the Parties annexed at Schedule 4 shall apply to the disclosure or sharing of any personal data under this clause 5.

5.6 The Parties agree and undertake to comply with the Grant Standards as set out in Schedule 1 to this Deed or as varied by written agreement or otherwise set out in writing from time to time between the Parties.

6. DISPUTE RESOLUTION PROCEDURE

6.1 In the event of a dispute between the Parties arising out of or in connection with this Deed, the Parties undertake to:

- (a) issue a written notice to the other Party of the dispute, setting out the nature and details of the dispute (**Dispute Notice**), together with the relevant supporting documents; and
- (b) use reasonable endeavours, in good faith, to resolve the dispute.

6.2 If, having complied with Clause 6.1, the Parties are, for any reason, unable to resolve the dispute within 14 days of the date of service of the Dispute Notice, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure.

6.3 To initiate the mediation, a Party must serve a notice in writing (**ADR Notice**) to the other Party to the dispute, referring the dispute to mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the Parties, within 14 days of an ADR Notice, the mediator will be nominated by CEDR. Unless otherwise agreed between the Parties, the mediation will start not later than 30 days after the date of the ADR Notice.

6.4 No Party shall commence any court proceedings in relation to the whole or part of the dispute until 37 days after service of the ADR Notice, provided that the right to issue proceedings is not prejudiced by a delay or the claim risks being deemed to be time barred.

6.5 If the dispute is not resolved within 37 days after service of the ADR Notice, the dispute may be resolved by proceedings in the courts of England and Wales.

7. AGENCY

7.1 BMA is not and shall in no circumstances hold itself out as being the agent or partner of GPDF save that, subject to clause 7.2, BMA shall act as GPDF's agent when it is asked to organise the Conferences.

7.2 BMA is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of GPDF or in any other way to bind GPDF, to the performance, variation, release or discharge of any obligation or power save with any future GPDF express written consent as is required when it is asked to organise the Conferences.

7.3 GPDF is not and shall in no circumstances hold itself out as being the agent or partner of BMA.

7.4 GPDF is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of BMA or in any other way to bind BMA, to the performance, variation, release or discharge of any obligation or power.

8. EVENT OF DEFAULT

8.1 In the event that GPDF considers that BMA has failed to comply with any of its obligations under this Deed, GPDF shall serve a written notice on BMA setting out the nature and details of the alleged breach and may:

- (a) without incurring any liability in doing so, suspend the provision of any Grants and the licence contained in Schedule 1 or otherwise set out in writing between the Parties until such time as BMA has complied with its obligations; and/or
- (b) serve a written demand on BMA for a repayment of the Grant proportionate to the alleged breach; and/or
- (c) terminate this Deed in the event that GPDF determines (in its sole discretion, acting in good faith) that such breach is material and such breach has not been remedied within 21 days of the date the written notice is received by BMA or is (in the opinion of GPDF, acting in good faith) incapable of remedy.

8.2 The Parties shall act in good faith to resolve the alleged breach within 21 days of the date the written notice is received by BMA. If the Parties fail to resolve the alleged breach within 21 days of the date the written notice is received by BMA, GPDF may elect to terminate this Deed pursuant to Clause 8.1 or to follow the dispute resolution mechanism in clause 6. BMA shall not be liable to repay the sum demanded unless it is agreed by the Parties or determined by a Court that BMA has used a Grant or any part of a Grant for anything other than the Purpose.

9. TERMINATION AND FORCE MAJEURE

9.1 This agreement ends on the Termination Date, subject to clause 9.2 below.

9.2 Either Party acting in good faith may terminate this Deed at any time by giving no less than three months' notice in writing. For the purposes of this clause 9.2, circumstances that the Parties agree shall constitute a good faith termination shall include, but not be limited to: (i) either Party entering into administration, liquidation, receivership, making a composition with creditors or undergoing any other insolvency event, (ii) either Party being required to terminate this Deed by a binding

vote of its members in general meeting; or (iii) a breach of this Deed that either Party (in its sole discretion, acting in good faith) determines is material and has not been remedied within 21 days of the date of notification to the other Party or is incapable of remedy.

9.3 Following the Termination Date no further Grant Requests shall be delivered by BMA to GPDF and no further Grants including Discretionary Grants shall be payable by GPDF to BMA. Notwithstanding any provision to the contrary in this Deed, any Grant Request issued by BMA during the period between service of a termination notice pursuant to clause 9.2 and the Termination Date shall be for amounts pro-rated to the actual amount of time to which such Grant Request relates that shall have expired prior to the Termination Date.

9.4 Provided it has complied with Clause 9.5, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Deed by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Deed or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly by agreement between the Parties and in those circumstances the obligations of the other Party under this Deed will be suspended, and its time for performance of such obligations extended to the same extent as those of the Affected Party.

9.5 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 21 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Deed; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

9.6 If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than six weeks, the other Party may terminate this agreement by giving no less than six weeks’ written notice to the Affected Party.

10. CONFIDENTIALITY

10.1 Each Party agrees to keep all Confidential Information confidential and, subject to clause 10.5, not to disclose it to anyone, save to the extent the Parties agree in writing, and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own Confidential Information.

10.3 GPDF hereby agrees to keep all information provided to it pursuant to clause 5 confidential and not to disclose it to anyone without the consent of BMA, unless such information:

- (a) is or becomes public information other than as a direct or indirect result of any breach by GPDF or any officer, member, director, employee, professional adviser, auditor or partner of GPDF to whom it has been disclosed;
 - (b) is identified in writing at the time of delivery as non-confidential by BMA; or
 - (c) is known by GPDF before the date the information is disclosed to it in accordance with this Deed or is lawfully obtained by GPDF after that date, from a source which neither acquired it in confidence from BMA nor owed BMA a duty of confidence in respect of it.
- 10.3 BMA shall not be obliged to disclose any information to GPDF in accordance with the terms of this Deed to the extent that BMA is subject to confidentiality obligations in respect of such information and does not have the consent of the party to whom the confidential information relates to disclose such information to GPDF. BMA shall use its reasonable endeavours to secure the consent of any third party to whom any confidential information relates which GPDF may require is disclosed to it in accordance with the terms of this Deed.
- 10.4 Subject to this clause 10, a Party may disclose such Confidential Information or information provided to it pursuant to clause 5 to its officers, directors, employees, professional advisers, auditors or partners, provided that it informs those persons of the confidential nature of the information before it discloses it to them and those persons comply with the confidentiality obligations in this Deed as if they were the receiving Party.
- 10.5 Notwithstanding any other provision of this Deed, either Party may disclose Confidential Information to the minimum extent required by law or regulation in the United Kingdom.
- 10.6 For the avoidance of doubt this Deed of Grant is not regarded as and shall not be required to be treated as confidential by the Parties.

11. VARIATION AND ASSIGNMENT

- 11.1 Any term of this Deed may be varied, amended or waived only with the written consent of the other Party.
- 11.2 No Party may assign any of its rights or transfer any of its rights or obligations under this Deed.

12. NOTICES

- 12.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by:
- (a) letter delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business marked for the attention

of the following persons (or such other person or address as a Party may notify the other from time to time):

BMA: for the attention of the BMA Treasurer (with a copy to BMA Legal for the attention of the Director of Legal Services);

GPDF: for the attention of the Chair and the Company Secretary (with a copy to GPDF's nominated legal advisers from time to time); or

(b) email sent to the addresses specified below:

Party	Email addresses
BMA	treasurer@bma.org.uk
	GWilliams@bma.org.uk
GPDF	
	mail@gpdf.org.uk
	chair@gpdf.org.uk

12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12, business hours means 9.00 a.m. to 5.00 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. THIRD PARTY RIGHTS

13.1 A person who is not a Party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

13.2 The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

14. SURVIVAL

14.1 On termination or expiry of this Deed, any clause which implicitly or explicitly is intended to survive termination or expiry shall continue in full force and effect.

14.2 Termination or expiry of this Deed shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Deed which existed at or before the date of termination or expiry.

15. ENTIRE AGREEMENT

The Parties agree that this document sets out the entire agreement between the Parties and supersedes all prior oral or written agreements, arrangements or understandings between them relating to the Grants. The Parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Deed.

16. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy.

18. GOVERNING LAW

18.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

18.2 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).

18.3 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

Schedule 1– AGREED GRANT STANDARDS

HONORARIA AND OTHER PAYMENTS

1.1 The per diem rate for honoraria will take due account of and be equal to the honorarium rate published by the BMA from time to time (save as may otherwise be agreed from time to time between the Parties) and will only be paid for attendance at BMA approved meetings. This includes standard meetings of all the GPCs as well as non-standard meetings with governments and other external stakeholders (including, without limitation the General Medical Council, Department for Work and Pensions, NHS Digital, Royal College of GPs, Health Education England) where members are representing the GPCs and provided that the BMA shall provide a monthly breakdown of all such meetings attended and honoraria paid in respect of the same within three weeks of the end of the month to which it relates and GPDF shall be given the reasonable opportunity to scrutinise and challenge the same).

1.2 Remuneration for GPCUK, GPCE, SGPC, GPC Sessional Chair GP and GPCW executive teams will be for the BMA to determine.

1.3 BMA will pay an additional 1 day honoraria to each of the Chair, Deputy Chair, members of Agenda Committees and Policy Leads of the UK, English, Welsh and Scottish LMC Conferences (LMC Conferences), to recognise the additional work contributed by these individuals in the quarter leading up to those LMC Conferences. BMA will also pay an additional 1 day honoraria per month (to be paid every 3 months) to each of the GPC policy leads to reflect work undertaken outside of meetings and an additional 1 day honoraria to each of the GPC policy leads for attendance at the day of the England LMCs' conference and for each of the two days of the UK LMCs conference. GPDF will process and pay claims for travel and subsistence made by LMC representatives for attendance at the LMC conferences. BMA will within 20 working days of the LMC conference provide GPDF with the names of the LMC Representatives who attended the LMC conferences. The GP Registrars Committee Chair will receive a quarterly workload honoraria to be agreed between BMA and GPDF in writing.

1.4 It is agreed that GPDF will be responsible for funding the GPDF contribution to any honoraria for Unite representatives on BMA GP committees who have a seat on the committee as a result of the legacy MP/DiU arrangements, BMA will not be expected to fund any BMA contribution to honoraria for such individuals during the duration of this Deed (in accordance with its policy of not funding members representing other organisations).

Schedule 2 – GRANT FACILITIES

Date of payment	Description of amount of grant payment
1 st January 2024	One quarter of Total Grant 2024 (based on the total grant being £1,592,000 (one million five hundred and ninety-two thousand pounds))
1 st April 2024	One quarter of Total Grant 2024 (based on the total grant being £1,592,000 (one million five hundred and ninety-two thousand pounds))
1 st July 2024	One quarter of Total Grant 2024 (based on the total grant being £1,592,000 (one million five hundred and ninety-two thousand pounds))
1 st October 2024	One quarter of Total Grant 2024 (based on the total grant being £1,592,000 (one million five hundred and ninety-two thousand pounds))
1 st January 2025	One quarter of 87.5% of Total Grant 2025 PLUS up to one quarter of all or part of 12.5% of Total Grant 2025 as voted by LMC nominees at the AGM in September 2024 by nation
1 st April 2025	One quarter of 87.5% of Total Grant 2025 PLUS up to one quarter of all or part of 12.5% of Total Grant 2025 as voted by LMC nominees at the AGM in September 2024 by nation
1 st July 2025	One quarter of 87.5% of Total Grant 2025 PLUS up to one quarter of all or part of 12.5% of Total Grant 2025 as voted by LMC nominees at the AGM in September 2024 by nation
1 st October 2025	One quarter of 87.5% of Total Grant 2025 PLUS up to one quarter of all or part of 12.5% of Total Grant 2025 as voted by LMC nominees at the AGM in September 2024 by nation
1 st January 2026	One quarter of 87.5% of Total Grant 2026 PLUS up to one quarter of all or part of 12.5% of Total Grant 2026 as voted by LMC nominees at the AGM in September 2025 by nation
1 st April 2026	One quarter of 87.5% of Total Grant 2026 PLUS up to one quarter of all or part of 12.5% of Total Grant 2026 as voted by LMC nominees at the AGM in September 2025 by nation
1 st July 2026	One quarter of 87.5% of Total Grant 2026 PLUS up to one quarter of all or part of 12.5% of Total Grant 2026 as voted by LMC nominees at the AGM in September 2025 by nation
1 st October 2026	One quarter of 87.5% OF Total Grant 2026 PLUS up to one quarter of all or part of 12.5% of Total Grant 2026 as voted by LMC nominees at the AGM in September 2025 by nation

All references to Total Grant in this Schedule 2 in respect of calendar years 2025 to 2026 are subject to any applicable Annual Uplift, payable in respect of the Core Grant and any

Discretionary Grant, to be based on a calculation agreed in writing among BMA and GPDF prior to issue of BMA's invoice for first three months of each of 2025 and 2026.

Schedule 3 - ANNUAL CERTIFICATIONS

Date (on or before)	Annual Certification
31 March 2024	Annual certification from BMA in respect of the 2023 Grant Period.
31 January 2025	Annual certification from BMA in respect of the 2024 Grant Period.
31 January 2026	Annual certification from BMA in respect of the 2025 Grant Period.
31 January 2027	Annual certification from BMA in respect of the 2026 Grant Period.

SCHEDULE 4 - DATA PROTECTION

Annexed to this Deed is the agreement for the sharing of data and related matters in relation to GPDF grant funding and GPDF/BMA functions between the Parties dated 4 October 2019.

DATED

2019

GENERAL PRACTITIONERS DEFENCE FUND LIMITED

BRITISH MEDICAL ASSOCIATION

**AGREEMENT FOR THE SHARING OF DATA AND
RELATED MATTERS IN RELATION TO GPDF GRANT FUNDING AND GPDF
FUNCTIONS**



THIS AGREEMENT dated _____ is made between the following parties:

PARTIES

- (1) **The General Practitioners Defence Fund Limited** whose registered office address is at Mazars LLP, Tower Bridge House, St Katharine's Way, London, E1W 1DD, company number 01508388 ("**GPDF**"); and
 - (2) **The British Medical Association** whose registered office address is at BMA House, Tavistock Square, London WC1 H 9JP, company number 00008848 ("**BMA**"),
- (together, the "**Parties**").

RECITALS

RECITALS

- (A) On 23 January 2019, the Parties entered into a deed of grant ("**Deed of Grant**") under which GPDF undertook to provide certain grant funding to the BMA (the "**Grant**") for the BMA to use the Grant to top up the honoraria payments made by the BMA to GPC members and certain Executive team members.
- (B) The Parties had previously entered into an agreement dated 8 March 2018 setting out the terms under which BMA would process personal data on behalf of the GPDF in connection with the administrative services provided by BMA relating to honoraria and expense payments (the "**DPA 2018**").
- (C) The Parties now wish to enter into this Agreement for the sharing of certain personal data in relation to the Grant, any future grants that may be agreed from time to time (together the "**Grant**"), and related functions. In consideration of the payment of £1 by GPDF to BMA (receipt of which the BMA acknowledges), the Parties agree to the terms set out below.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions have the meanings specified:

Agreed Purposes means the proper administration, disbursement and audit of the Grant by the Parties, the performance of the Parties' obligations under this Agreement, and the oversight and support of Conferences and relevant executive teams by the Parties in accordance with their functions on behalf of their members;

Conferences has the meaning given at clause 1.1 (b) below;

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given in the UK Data Protection Legislation in force at the time;

Data Discloser means a Party that discloses Shared Personal Data to the other Party;

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Permitted Recipients means the Parties, the employees of each Party, and any third parties engaged to perform obligations in connection with this Agreement or the Grant;

Shared Personal Data means personal data to be shared between the Parties under this Agreement for the Agreed Purposes. Shared Personal Data shall include the following categories of information relevant to the following categories of data subject:

- (a) name of GPC members and their constituency, executive team members of GPCUK, GPCE, SGPC or GPCW and any other person agreed as attending meetings to be funded from the Grant or otherwise by the GPDF;
- (b) name and constituency of LMC members and GPC members invited to and those attending annual conference of LMCs, English, Welsh and Scottish LMC Conferences and the LMC Secretaries' Conference (together, the "**Conferences**") to be funded from the Grant or otherwise by the GPDF;
- (c) as applicable, details of remuneration in relation to a role on the executive team of GPCUK, GPCE, SGPC or GPCW funded from the Grant or otherwise by the GPDF;
- (d) such reasonable personal data as is relevant to the audit of the Grant (including details of the names and roles of recipients of the Grant); and
- (e) the name and contact details of employees of each Party.

2. GRANT AUDIT

- 2.1 The BMA acknowledges and agrees that GPDF may, pursuant to this Agreement and the Deed of Grant, request such information and documentation as GPDF may reasonably require in relation to those activities of the BMA funded wholly or in part by the Grant (including the Shared Personal Data), and that GPDF has the right, on reasonable notice, at its own cost (except as qualified therein) to appoint an independent auditor to inspect and copy such books, records, documents, accounting information, and any other facilities that GPDF may reasonably require in order to monitor the use of the Grant.
- 2.2 In particular, if any audit carried out under clause 2.1 above gives rise to a reasonable need for GPDF to carry out further audits or enquiries, at its own cost (except as qualified therein), in order to verify any matters relating to the Grant, BMA agrees that the provisions of this Agreement and the Deed of Grant shall apply equally to any further audits or enquiries, provided always that their scope and subject matter are related to the BMA's use of the Grant.

3. CONTINUING INFORMATION PROVISION

- 3.1 Notwithstanding the termination of the Grant Facility (as defined in the Deed of Grant), the BMA agrees that they will continue to provide the Shared Personal Data set out at point (b) within 28 working days of a written request for this information, provided such conference is funded by the Grant or otherwise by the GPDF.

4. DATA PROTECTION

- 4.1 This clause sets out the framework for the sharing of personal data between the Parties as controllers. Each Party acknowledges that each Party (referred to in this clause as the **Data Discloser**) will disclose to the other Party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 4.2 Each Party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection

Legislation by one Party shall, if not remedied, or if steps are not being taken to remedy it, within 30 days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.

4.3 Each Party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

- (g) Each Party may transfer any personal data received from the other anywhere in the world provided that the receiving Party ensures that at all times the personal data is transferred in compliance with adequate transfer mechanisms and provides an adequate level of protection for the personal data, in accordance with the requirements of UK Data Protection Legislation. Such protections may include that Party ensuring:
 - (i) that the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
 - (ii) that there are appropriate safeguards in place pursuant to Article 46 GDPR; or
 - (iii) binding corporate rules are in place; or
 - (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

4.4 Each Party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each Party shall:

- (a) consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other Party about the receipt of any data subject access request relating to the Shared Personal Data that has been shared between the parties;

- (c) provide the other Party with reasonable assistance in complying with any data subject access request;
 - (d) not disclose or release any Shared Personal Data in response to a data subject access request under 4.4 (b) without first consulting the other Party wherever possible;
 - (e) assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- notify the other Party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement (unless that Shared Personal Data is still necessary for the Agreed Purposes or if that Party is required by law to store the personal data);
 - (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 4; and
- provide the other Party with contact details of at least one employee as point
- (j) of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

4.5 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. This clause shall continue in force following termination or expiry.

5. GENERAL

5.1 No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.
by or on behalf of each of the Parties.

5.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal

or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

5.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination or expiry.

5.5 Notwithstanding the termination or expiry of this Agreement for any reason, it shall continue in force to the extent necessary to give full effect to those of its provisions that expressly or by implication have effect after termination.

5.6 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

5.7 This arrangement is personal to the Parties and the Parties may not assign, transfer, novate or sub-contract any right or obligation under this Agreement without the other Party's prior written consent.

5.8 This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it

SIGNED for and on behalf of

The General Practitioners Defence Fund

Limited by

Signature



Print name

DOUGLAS MOSDEALE-Lewis

Position

Chair

DATED

2019

GENERAL PRACTITIONERS DEFENCE FUND LIMITED

BRITISH MEDICAL ASSOCIATION

AGREEMENT FOR THE SHARING OF
DATA AND RELATED MATTERS IN
RELATION TO GPDF GRANT FUNDING
AND GPDF FUNCTIONS



PENNINGTONS
MANCHES
COOPER

3901357/110614630

THIS AGREEMENT dated _____ is made between the following parties:

PARTIES

- (1) **The General Practitioners Defence Fund Limited** whose registered office address is at Mazars LLP, Tower Bridge House, St Katharine's Way, London, **E1 W 1DD**, company number 01508388 ("**GPDF**"); and
 - (2) **The British Medical Association** whose registered office address is at BMA House, Tavistock Square, London WC1H 9JP, company number 00008848 ("**BMA**"),
- (together, the "**Parties**").

RECITALS

RECITALS

- (A) On 23 January 2019, the Parties entered into a deed of grant ("**Deed of Grant**") under which GPDF undertook to provide certain grant funding to the BMA (the "**Grant**") for the BMA to use the Grant to top up the honoraria payments made by the BMA to GPC members and certain Executive team members.
- (B) The Parties had previously entered into an agreement dated 8 March 2018 setting out the terms under which BMA would process personal data on behalf of the GPDF in connection with the administrative services provided by **BMA** relating to honoraria and expense payments (the "**DPA 2018**").
- (C) The Parties now wish to enter into this Agreement for the sharing of certain personal data in relation to the Grant, any future grants that may be agreed from time to time (together the "**Grant**"), and related functions. In consideration of the payment of EI by GPDF to BMA (receipt of which the BMA acknowledges), the Parties agree to the terms set out below.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions have the meanings specified:

Agreed Purposes means the proper administration, disbursement and audit of the Grant by the Parties, the performance of the Parties' obligations under this Agreement, **and** the oversight and support of Conferences and relevant executive teams by the Parties in accordance with their functions on behalf of their members;

Conferences has the meaning given at clause 1.1 (b) below;

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures have the meaning given in the UK Data Protection Legislation in force at the time;

Data Discloser means a Party that discloses Shared Personal Data to the other Party;

UK Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

3901357/110614630

Permitted Recipients means the Parties, the employees of each Party, and any third parties engaged to perform obligations in connection with this Agreement or the Grant;

Shared Personal Data means personal data to be shared between the Parties under this Agreement for the Agreed Purposes. Shared Personal Data shall include the following categories of information relevant to the following categories of data subject:

- (a) name of GPC members and their constituency, executive team members of GPCUK, GPCE, SGPC or GPCW and any other person agreed as attending meetings to be funded from the Grant or otherwise by the GPDF;
- (b) name and constituency of LMC members and GPC members invited to and those attending annual conference of LMCs, English, Welsh and Scottish LMC Conferences and the LMC Secretaries' Conference (together, the "**Conferences**") to be funded from the Grant or otherwise by the GPDF;
- (c) as applicable, details of remuneration in relation to a role on the executive team of GPCUK, GPCE, SGPC or GPCW funded from the Grant or otherwise by the GPDF;
- (d) such reasonable personal data as is relevant to the audit of the Grant (including details of the names and roles of recipients of the Grant); and
- (e) the name and contact details of employees of each Party.

2. GRANT AUDIT

- 2.1 The BMA acknowledges and agrees that GPDF may, pursuant to this Agreement and the Deed of Grant, request such information and documentation as GPDF may reasonably require in relation to those activities of the BMA funded wholly or in part by the Grant (including the Shared Personal Data), and that GPDF has the right, on reasonable notice, at its own cost (except as qualified therein) to appoint an independent auditor to inspect and copy such books, records, documents, accounting information, and any other facilities that GPDF may reasonable require in order to monitor the use of the Grant.
- 2.2 In particular, if any audit carried out under clause 2.1 above gives rise to a reasonable need for GPDF to carry out further audits or enquiries, at its own cost (except as qualified therein), in order to verify any matters relating to the Grant, BMA agrees that the provisions of this Agreement and the Deed of Grant shall apply equally to any further audits or enquiries, provided always that their scope and subject matter are related to the BMA's use of the Grant.

3. CONTINUING INFORMATION PROVISION

- 3.1 Notwithstanding the termination of the Grant Facility (as defined in the Deed of Grant), the BMA agrees that they will continue to provide the Shared Personal Data set out at point (b) within 28 working days of a written request for this information, provided such conference is funded by the Grant or otherwise by the GPDF.

4. DATA PROTECTION

- 4.1 This clause sets out the framework for the sharing of personal data between the Parties as controllers. Each Party acknowledges that each Party (referred to in this clause as the **Data Discloser**) will disclose to the other Party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

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4.2 Each Party shall comply with all the obligations imposed on a controller **under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one Party shall, if not remedied, or if steps are not being taken to remedy it**, within 30 days of written notice from the other Party, give grounds to the other Party **to terminate this Agreement with immediate effect**.

4.3 **Each Party shall**

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone **other than the Permitted Recipients**;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
- (g) Each Party may transfer any personal data received from the other anywhere in the world provided that the receiving Party ensures that **at all times the personal data is transferred in compliance with adequate transfer mechanisms and provides an adequate level of protection for the personal data, in accordance with the requirements of UK Data Protection Legislation. Such protections may include that Party ensuring:**
 - (i) that the **transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or**
 - (ii) that there are appropriate safeguards in place pursuant to Article 46 GDPR;
 - or
 - (iii) binding corporate rules are in place; or
 - (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

4.4 Each Party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each Party shall:

- (a) consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other Party about the receipt of any data subject access request relating to the Shared Personal Data that has been shared between the parties;
- (c) provide the other Party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request under 4.4 (b) without first consulting the other Party wherever possible;
- (e) assist the other Party, at the cost of the other Party, in responding to any **3901357/110614633** from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach

notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(f) notify the other Party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;

(g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement (unless that Shared Personal Data is still necessary for the Agreed Purposes or if that Party is required by law to store the personal data);

(h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

(l) maintain complete and accurate records and information to demonstrate its compliance with this clause 4; and

(i) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

4.5 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. This clause shall continue in force following termination or expiry.

5. GENERAL

5.1 No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

5.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination

or expiry, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination or expiry.

- 5.5 Notwithstanding the termination or expiry of this Agreement for any reason, it shall continue in force to the extent necessary to give full effect to those of its provisions that expressly or by implication have effect after termination.
- 5.6 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 5.7 This arrangement is personal to the Parties and the Parties may not assign, transfer, novate or sub-contract any right or obligation under this Agreement without the other Party's prior written consent.
- 5.8 This Agreement and any dispute or claim, arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England, and the parties hereby submit to the exclusive jurisdiction of the English courts.

3901357/110614630

This Agreement has been entered into on the date stated at the beginning of it.

3901357/110614630

The General Practitioners Defence Fund

Limited by

Signature

Print name

Position

SIGNED for and on behalf of

The British Medical Association by

Signature 

Print name **DAN WRIGLEY**

Position **Director**

**SCHEDULE 3 – AGREED SOLE FORM OF GRANT REQUEST TO BE INSERTED ON
BMA LETTERHEAD:**

BRITISH MEDICAL ASSOCIATION

BMA House
Tavistock Square
London
WC1H 9JP

Dear Chair

The BMA hereby warrants and represents that it has fully complied with the terms of the Deed of Grant dated [INSERT DATE OF DEED] (the Deed).

This is a Grant Request from the BMA to the GPDF seeking a grant payment £ [INSERT THE APPLICABLE QUARTERLY SUM PAYABLE UNDER THE DEED AND, WHERE GPDF HAS GIVEN NOTICE THAT THE DISCRETIONARY GRANT IS TO BE GIVEN, THAT RELEVANT AMOUNT] to be paid by [INSERT DATE OF PAYMENT REQUEST] in accordance with the terms of the Deed.

Yours sincerely

[INSERT CEO]

on behalf of the BMA

EXECUTION PAGE

DEED OF GRANT

This document has been executed by the Parties as a deed and is delivered on the date set out at the beginning of this Deed.

Executed as a Deed by)
GPDF Limited)
acting by a director in the presence of:)

sign here:

Director
print name:

Witness signature:

Witness sign here:

Witness name:

print name:

Witness address:

insert address here:

Witness occupation:

insert occupation here:

Executed as a Deed by)
British Medical Association)
acting by a director in the presence of:)

sign here:

Director
print name:

Witness signature:

Witness sign here:

Witness name:

print name:

Witness address:

insert address here:

Witness occupation:

insert occupation here:

EXECUTION PAGE

DEED OF GRANT

This document has been executed by the Parties as a deed and is delivered on the date set out at the beginning of this Deed.

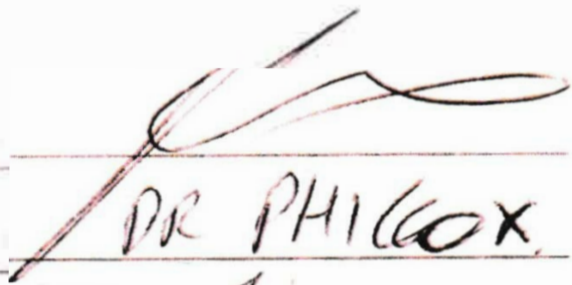
Executed as a Deed by
GPDF Limited
acting by a director in the presence of

)
)
)

sign here:

Director

print name:



Witness signature:

Witness sign here:

print name:


Dr Terry John

(Witness personal data redacted)

Executed as a Deed by
British Medical Association
acting by a director in the presence of

)
)
)

sign here:

Director

print name:


Dr Trevor Pickersgill

Witness signature:

Witness sign here:



(Witness personal data redacted)