

Memorandum of Understanding

Dated 22 March 2024

Between **GPDF LIMITED** (incorporated in England and Wales with registered number 1508388) whose registered office is c/o 11-13 Cavendish Square Cavendish Square, London, England, W1G 0AN ("**GPDF**");

and

The British Medical Association of BMA House, Tavistock Square, London WC1H 9JP ("**BMA**")

1. Background

- 1.1 This Memorandum of Understanding (MOU) between the GPDF and BMA provides for the establishment of a mutual co-operation between these two institutions.
- 1.2 Recognising the value of promoting mutual co-operation for the advancement of their respective members GPDF and BMA agree to the following terms of understanding as set out below.
- 1.3 This MOU is supplemental to a legally binding Deed of Grant ("DoG") that was entered into on 4 April 2024 for the period 1st January 2024 to 31st December 2026. Any terms that are not defined in this MOU will have the meaning given to them in the DoG.

2. Duration and Termination

- 2.1 This MOU will commence and be effective from the date of signature by both parties.
- 2.2 This MOU may be amended upon the mutual written agreement of both parties. The term of this MOU will be for three years from the date of this MOU, save that it may be terminated at any time before the expiry of the term by one party giving the other three months' notice in writing.

3. Specific areas of co-operation

- 3.1 Except in the cases set out in paragraphs 3.2 and 3.6, all LMCs will continue to have the level of access to advice and support from BMA in representational activities for GPs, the

LMC list servers, and the cascade of GP-related BMA publications at no additional cost to LMCs as they had before the Effective Date.

3.2 Subject to paragraph 3.4, access, advice and support under paragraph 3 is not to be provided to those LMCs that have unpaid levies (whether current or historic) to GPDF. GPDF shall confirm to BMA the identity of such LMCs and may update that list from time to time throughout the Period. The relevant BMA facilities and services that shall be withdrawn from such LMCs by BMA at the direction of GPDF include:

- (a) access to the LMC list servers; and/or
- (b) access to any other list servers created by BMA accessible by LMCs; and/or
- (c) access to BMA GPC policy advice.

3.3 BMA shall only withdraw those facilities referred to in paragraph 3.2 upon request by GPDF in respect of any LMC where GPDF has confirmed to BMA in writing that the relevant LMC had received written notice on the amount of levies outstanding and (not less than 28 days after the first notice) had received a final written notice confirming that the facilities under paragraph 3.2 would be withdrawn by BMA on instruction from GPDF if payment was not made within a further 7 days of the date of that final notice, and that such final notice period has now elapsed without the outstanding levies having been paid.

3.4 For the avoidance of doubt, paragraph 3.2 above does not prevent BMA from charging membership fees to individuals within LMCs who have BMA membership, and paragraph 3.3 above does not prevent BMA members from obtaining advice from the BMA in their capacity as BMA members.

3.5 On notice from GPDF that an LMC to which paragraph 3.2 applies has paid all levies due to GPDF in full or that other suitable agreement has been reached between GPDF and that LMC, BMA shall promptly restore to the relevant LMC those rights and facilities withdrawn under paragraph 3.2.

3.6 BMA is also entitled (including on request from GPDF) to withdraw the facilities referred to in paragraph 3.2 above from an LMC, its officer(s), staff or representative(s) (whichever is applicable in the circumstances), provided the Parties consult with one another in advance

of such withdrawal (to the extent reasonably practicable) where that LMC, its officer(s), staff or representative(s):

- (a) is abusive to BMA and/or GPDF and/or their staff, representatives or officers;
- (b) is passing off BMA, GPC and/or GPDF guidance or advice as its own;
- (c) makes defamatory or derogatory comments or statements about BMA and/or GPDF, and/or their staff, representatives or officers;
- (d) takes a public position against BMA and/or GPC and/or GPDF that goes beyond the ordinary and usual political differences between them;
- (e) has reasonable grounds to suspect financial and/ or electoral dishonesty and/ or misrepresentation; and/or
- (f) behaves in a way which BMA, acting reasonably, considers to be detrimental to BMA and/or its members, officers or employees, and/or GPDF and/or its members, officers or employees, their reputation, or to the safety or reputation of their staff or officers.

4. CONFERENCES

- 4.1 The number of GPC members and LMC Representatives invited to attend each of the Conferences, will remain the same as for the Session year 1 July 2022 to 30 June 2023, subject to the same number of members remaining in office and being permitted to attend such Conferences.
- 4.2 To the extent that BMA is expressly requested by GPDF to arrange the Conferences, BMA will continue to arrange all Conferences with reasonable skill and care and provide at no cost the venue of BMA House for the LMC Secretaries' conferences (whether UK, England, Scotland and/ or Wales). GPDF agree to pay for the BMA staff time to support and arrange the conferences plus all reasonable and properly incurred disbursements plus VAT, in each case in accordance with budgets to be agreed in advance between the Parties in writing.
- 4.3 GPDF and BMA shall have equal and joint promotion at all Conferences.
- 4.4 Subject to the terms of this MOU, GPDF hereby grants a non-exclusive licence to the BMA to provide Conferences and to use the GPDF name and logo in the form set out in Schedule

1 to this MOU ("GPDF Trade Marks") in relation to those Conferences in accordance with the terms of this MOU.

4.5 BMA shall, and shall procure that all BMA Companies shall in respect of the Conferences:

- (a) ensure that the GPDF Trade Mark is applied to all conference, advertising and promotional materials ("Materials") and the GPDF Trade Mark is accompanied by clear wording (as specified by GPDF) indicating ownership by GPDF of the GPDF Trade Mark and (where applicable) clear marking by use of the ® and/or TM signs as appropriate;
- (b) apply the BMA name and logo and the GPDF Trade Mark in identical sizes, in the exact colours (or in the case of any new GPDF trade mark notified in writing to BMA by GPDF, in similar size and in the new colours);
- (c) ensure that the GPDF Trade Mark is as equally visible as the BMA name and logo on all Materials wherever the BMA name and/or logo or reference to the BMA is used including on all web pages; and
- (d) not remove the GPDF Trade Mark after application without the permission of GPDF.

4.6 Subject to adhering to any agreed list of prohibited exhibitors, the Parties have the right to invite exhibitors to Conferences on a fair basis (eg allowing for the equal use of available space and positioning of invited exhibitors). Each Party may retain any and all revenue that such exhibitor(s) provides where that Party can demonstrate that the relevant exhibitor(s) revenue primarily arose from that Party's individual invitation/agreement with the relevant exhibitor(s).

5. Other areas of co-operation

5.1 GPDF and BMA will also explore other potential areas where co-operation would be of mutual benefit.

6. Form of Understanding

6.1 This MOU outlines the areas of co-operation that have been agreed between GPDF and BMA, however nothing in this MOU should be construed as creating legal obligations

between the two Parties, except for paragraphs 4.4 & 4.5 (concerning GPDF Trade Marks) which are intended by the Parties to be legally binding.

6.2 This MOU supersedes any previous agreement between the Parties relating to its subject matter (save for the Deed of Grant between the Parties dated [insert date] which remains in full force and effect).

GPDF

Name _____

Position _____

Date _____

Signed for and on behalf of The British Medical Association

Name _____

Position _____

Date _____

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GPDF

Name DR PHIL COX

Position CHAIR GPDF

Date 15/3/24

Signed for and on behalf of The British Medical Association

Name Dr Trevor Pickersgill

Position BMA Treasurer

Date 22 March 2024

Schedule 1 – GPDF Trade Marks

