

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**The Royal College of Surgeons of Edinburgh**

**AND**

**The Vascular Society of Great Britain and Ireland**

**1. Parties**

1.1. The Parties to this memorandum of understanding (“MoU”) are:

- a) **The Royal College of Surgeons of Edinburgh** of Nicolson Street, Edinburgh, Scotland, EH8 9DW (“RCSEd”)
- b) **The Vascular Society of Great Britain and Ireland** of C/O Executive Business Support Ltd, City Wharf, Davidson Road, Lichfield, Staffordshire, WS14 9DZ (“Vascular Society”)

**2. Background**

- 2.1. The RCSEd and the Vascular Society (each a “Party” and together “the Parties”) wish to collaborate and develop a mutually beneficial relationship within the context of surgical education, training and research.
- 2.2. This MoU between RCSEd and the Vascular Society seeks to set out the understanding of both Parties and to guide the relationship going forward.

**3. Key Objective**

- 3.1. The Parties wish to work together specifically in the joint production and delivery of online webinars for the benefit of Vascular Surgeons and Surgical Trainees.

**4. Principles of Collaboration**

- 4.1. The Parties agree to adopt the following principles of collaboration in their dealings with one another:
  - a) Collaborate and co-operate to identify solutions, eliminate duplication of efforts, mitigate risk and reduce costs;
  - b) Communicate openly about mutually beneficial opportunities, issues or concerns;
  - c) Share information, experience and skills to learn from one another; and

- d) Act in good faith to support achievement of the key objective and compliance with these principles.

## **5. The Royal College of Surgeons of Edinburgh**

5.1. In the spirit of co-operation, RCSEd shall:

- a) Work in partnership with the Vascular Society to develop and deliver a series of online webinars for Vascular surgeons and surgical trainees;
- b) Work in partnership with the Vascular Society to promote these webinars, including amongst the RCSEd membership and wider stakeholders;
- c) Provide the Vascular Society with access to edited video recordings of the webinars delivered as part of this MoU, to be hosted securely on the Vascular Society website, solely for the benefit of Vascular Society members; and
- d) Participate in any further joint opportunities that may be subsequently agreed by both Parties and appended to this MoU.

## **6. The Vascular Society of Great Britain and Ireland**

6.1. In the spirit of co-operation, the Vascular Society shall:

- a) Work in partnership with RCSEd to develop and deliver a series of online webinars for Vascular surgeons and surgical trainees;
- b) Work in partnership with RCSEd to promote these webinars, including amongst the Vascular Society membership and wider stakeholders;
- c) Assist in identifying suitable individuals to develop and deliver online webinars;
- d) Ensure the security of RCSEd's intellectual property (in line with the below clauses) and co-operate with any directions or instructions regarding its use and further dissemination; and
- e) Participate in any further joint opportunities that may be subsequently agreed by both Parties and appended to this MoU.

## **7. Webinar Development and Delivery**

7.1. Administrative tasks associated with webinar development and delivery including scheduling, liaising with and booking speakers, managing participant registration, technical support, editing video recordings and compiling post-webinar evaluation data will be carried out by RCSEd.

- 7.2. Webinars will be delivered using RCSEd's chosen delivery platform. This is currently Zoom Video Webinars. However, RCSEd reserves the right to employ other delivery platforms at any time. Delivery of the live webinars will be facilitated by RCSEd staff.
- 7.3. Registration for the live webinars will be free and open to all, participants need not be members of RCSEd or the Vascular Society to attend.
- 7.4. All promotional materials produced in connection with webinars delivered under this MoU will be jointly branded by the Parties and include the relevant logos of both.
- 7.5. All educational presentations delivered as part of the webinar series will be edited by RCSEd into a standard format and the logos of both Parties will be featured on the title slide.
- 7.6. RCSEd will provide its membership with access to edited video recordings of the webinars delivered as part of this MoU, securely via the RCSEd website. RCSEd reserves the right to charge non-members for access to the edited video recordings via its website.

## **8. Intellectual Property**

- 8.1. All intellectual property held by a Party prior to entering into this MoU or introduced in connection with this MoU, and all materials in which such intellectual property is held, disclosed or introduced, shall remain the property of the Party disclosing or introducing it. Should the need arise, separate arrangements shall be drawn up for the licence to use such property by the Parties.
- 8.2. Unless agreed otherwise, the intellectual property of any material developed jointly by the Parties under this MoU shall be owned jointly by the Parties, the use of which shall be agreed jointly by the Parties.
- 8.3. Any arrangements drawn up in conjunction with clauses 8.1 and 8.2 above shall form part of this MoU.

## **9. Governance and Duration**

- 9.1. This MoU is always subject to the approval of the Council of RCSEd and the Council of the Vascular Society and shall take effect from the date of signing and remain in force for a period of one year in the first instance. Prior to the expiry date, representatives of both Parties shall review the MoU.
- 9.2. For the avoidance of doubt, this MoU does not constitute a legally binding agreement and neither of the Parties shall be liable in damages for any actions arising out of the MoU.
- 9.3. This MoU shall not affect nor disturb any arrangements or affiliations which either Party may have with other bodies.

## **10. Termination**

- 10.1. This MoU may be terminated by either Party on advising the other, or following the expiry date, should no agreement for its renewal be made

Signed for and on behalf of **THE ROYAL COLLEGE OF SURGEONS OF EDINBURGH**



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Name: Zahid Raza

Position: RCSEd Council Member and Convener of Examinations

Date: 09/06/2024

Signed for and on behalf of **THE VASCULAR SOCIETY OF GREAT BRITAIN AND IRELAND**



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Name: Andrew Garnham

Position: President

Date: 01/05/2024