

# International GP Recruitment Programme Programme Agreement

NHS England and NHS Improvement



IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 1 of 24

## Document Version History

Version	Date	Status	Comments
1.4	08/08/18	Draft	Updated in track changes to reflect feedback from BMA
1.5	21/08/18	Approved	Changes to v1.4 approved and track changes accepted, minor formatting and typographical corrections
2.2	04/12/2018	Approved	Restructured, renamed (previously Learning Agreement) and updated following formal review
2.5	05/04/2019	Approved	Updated to reflect Programme discussions
2.7	28/06/2019	Approved	Amendments following formal review. Comment log available on request.
2.8	23/12/2019	Approved	Amendments following legal review. Comment log available on request.

## Document Approval

This document requires the approval by the following:

Role	Name	Date
IGPR Programme Board	Rachel Souter	V2.5 13/03/2019
IGPR Senior Programme Manager	Helen Fish	V2.7 28/06/2019
IGPR Senior Programme Manager	Helen Fish	V2.8 23/12/2019

## Distribution

All relevant internal and external stakeholders must be given access to a copy of the Programme Agreement.

This document has been directly distributed to:

Name	Organisation	Date
IGPR Programme Board	NHS England and NHS Improvement, Health Education England, North of England Commissioning Support Unit and South Central and West	21/12/2019
IGPR Regional Teams	NHS England and NHS Improvement	21/12/2019

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 2 of 24

## International GP Recruitment Programme Agreement

### Contents

Section A. Document purpose .....	4
Section B. Glossary .....	4
Section C. Signatures .....	6
1. NHS England and NHS Improvement IGPR lead commitment .....	7
2. Employing Organisation commitment.....	8
3. Health Education England commitment .....	10
4. Participant commitment.....	11
Section D. Supplementary Information .....	14
Appendix 1. IGPR Programme Structure .....	15
Appendix 2. Principles of engagement and draft contract clauses.....	16
Appendix 3 – Relocation Expenses .....	22
Appendix 4 – Continuing Professional Development .....	24

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 3 of 24

## Section A. Document purpose

This document outlines the terms and conditions relating to your participation on the International GP Recruitment (IGPR) Programme. This is not a contract of employment and should be read in conjunction with the contract of employment issued directly by your Employing Organisation and in appropriate circumstances, in conjunction with the guidance document *Support strategy* for doctors who are not progressing as expected in the IGPR programme. This document instead forms an agreement, outlining the responsibilities and commitments of:

- NHS England and NHS Improvement, as IGPR Programme providers
- The Employing Organisation, as the employer and provider of clinical supervision
- Health Education England, as a training provider and provider of educational supervision
- You, as an IGPR Programme Participant

This document is subject to regular review by the IGPR Programme Board.

## Section B. Glossary

For the purpose of this document the following definitions apply:

**'Clinical Supervisor'**: A GP within the Employing Organisation and/or the approved placement practice who is an approved Clinical Supervisor and is trained by HEE and who formally supports and reports on the educational and clinical development of the Participant, according to HEE guidance.

**'Educational Supervisor'**: A GP who is on the GMC approved trainers list, who is selected and appropriately trained by Health Education England to be responsible for the overall supervision and management of an individual's educational progress and who has been selected to undertake an analogous role with the Participant until the end of their I&R scheme period.

**'Employing Organisation'**: The approved GP practice or organisation through which the Participant is employed for the duration of the IGPR Programme. Note that the training may be undertaken by a different practice to the one in which the doctor will ultimately work. In this case a memorandum of understanding should be agreed between these two practices, clearly stating the Employing Organisation and the transfer of responsibilities and acceptance of this. For the purposes of this document the Employing Organisation relates to the organisation that will hold the contract with the Doctor. If this is two separate organisations both MUST sign this document.

**'General Medical Council' or 'GMC'**: is a public body that maintains the official register of medical practitioners within the United Kingdom.

**'Health Education England' or 'HEE'**: The NHS organisation responsible for postgraduate medical and dental training within the NHS in England.

**'Health Education England Local Office' or 'HEE Local Office'**: The regional office for Health Education England.

**Induction and Refresher (I&R) scheme**: The NHS GP Induction and Refresher Scheme provides a safe, supported and direct route for qualified GPs to join or return to NHS general practice. The scheme also supports the safe introduction of overseas GPs who have qualified outside the UK and have no previous NHS experience.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 4 of 24

**'International GP Recruitment Programme' ('IGPR'/ 'the Programme')**: The three-year programme which is delivered by NHS England and NHS Improvement in partnership with a number of organisations including Health Education England (HEE) and the General Medical Council (GMC). This includes a preparatory phase, Induction and Refresher training, completion of the I&R scheme, and the period of employment for the remainder of the programme as a GP, fully included on the National Medical Performers List.

**'IGPR Programme Team'**: The team within the NHS in England responsible for the development and delivery of the IGPR Programme, in collaboration with partner organisations, and contracted service providers (their global organisations and subcontractors).

**'International GP programme salary'**: The net salary the Participant receives during the preparatory phase and the I&R scheme period, after any deductions for income tax and National Insurance contributions. This salary replaces any bursary or financial incentive offered as part of the I&R Scheme and is subject to statutory payments for periods of absence. The Employing Organisation will receive a payment from NHS England and NHS Improvement to cover this cost, which will include income tax, national insurance and NHS pension contributions.

**'Job Plan'**: The document that translates expectations of employee and employer into a working schedule. It ensures that the post delivers its aims and the requirements of the contract of employment are met, including provision for Continuing Professional Development (CPD).

**National Medical Performers List**: The National Performers List service is a list of approved GPs, opticians and dentists who satisfy a range of criteria necessary for working in the NHS. The decision to admit or decline an applicant to the NMPL is the responsibility of NHS England and NHS Improvement.

#### **Phases of the Programme (in chronological order):**

**'Preparatory phase'**: Denotes the period prior to completion of the I&R scheme period, where Participants are located within the GP practice, observing activities. This may include shadowing and training, learning about practice processes and procedures, and familiarisation with the wider NHS and interdependent organisations and functions. This is a key requirement of the IGPR Programme and must be completed for Participants to successfully complete the IGPR Programme.

**'Induction and Refresher assessments' or 'I&R assessments'**: Includes two multiple-choice question (MCQ) exams and a 'simulated surgery' (dependent on the band scored in the MCQ). These are standard assessments required for inclusion on the National Medical Performers List (NMPL)

**'Induction and Refresher scheme period' or 'I&R scheme period'**: The period during which the Participant is undertaking the Induction and Refresher (I&R) scheme supervised clinical placement. The I&R scheme is the route by which doctors qualified outside of the UK can join NHS general practice.

**'Post Induction and Refresher scheme period' or 'post I&R scheme period'**: Denotes the period of employment as a salaried GP for the remaining term of the three-year programme, following successful completion of the preparatory phase, the I&R assessments and I&R scheme period. At this point the Participant holds full registration and a licence to practise with the GMC and has met the requirements for entry onto the National Medical Performers List (NMPL) and can therefore practise as an independent GP within England.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 5 of 24

## Section C. Signatures

By their signature on this form the NHS England and NHS Improvement IGPR lead, the Participant's Employing Organisation, Health Education England and the Participant confirm that they have read and are agreeing to the content of this Programme Agreement.

Please complete the information requested and sign in the places provided.

<p>NHS England and NHS Improvement IGPR lead name ('the NHS England and NHS Improvement IGPR Lead'):</p> <p>NHS England and NHS Improvement IGPR lead name Signature:</p> <p>Date:</p>
<p>Name of organisation employing the Participant ('the Employing Organisation'):</p>
<p>Employing Organisation lead name:</p> <p>Employing Organisation lead Signature:</p> <p>Date:</p>
<p>Employing Organisation Clinical Supervisor name:</p> <p>Employing Organisation Clinical Supervisor Signature:</p> <p>Date:</p>
<p>Health Education England Local Lead name:</p> <p>Health Education England Local Lead Signature:</p> <p>Date:</p>
<p>Educational Supervisor name:</p> <p>Educational Supervisor Signature:</p> <p>Date:</p>
<p>Participant name ('the Participant'):</p> <p>Participant Signature:</p> <p>Date:</p>

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 6 of 24

## 1. NHS England and NHS Improvement IGPR lead commitment

By their signature on page 6, the NHS England and NHS Improvement IGPR lead (on behalf of NHS England and NHS Improvement) commits to:

1.1 Providing full support to the Participant to take part in the IGPR Programme and agreement to make the necessary arrangements, delivered by the IGPR Programme Team with its contracted service providers (their global organisation(s) and sub-contractors), for the candidate relating to the programme elements outlined in *Appendix 1- IGPR programme structure*, subject to the Participant complying with their obligations in this Programme Agreement and any contract of employment issued to the Participant by the Employing Organisation.

1.2 Providing support via NHS England and NHS Improvement regional and local teams and the IGPR Programme Team, with its contracted service providers (their global organisation(s) and sub-contractors), and use their best endeavours to identify an Employing Organisation within the Participant's allocated region, to provide employment to the Participant for the duration of the three year programme, subject to any early termination provisions in this document and any contract of employment issued to the Participant by the Employing Organisation.

1.3 Supporting the Sustainability and Transformation Partnership (STP) and Employing Organisation, through the STP and practice readiness assessments, to ensure they are prepared to provide support and can employ an international GP.

1.4 Providing the agreed finance to the Employing Organisation to cover the costs associated with the International GP Recruitment Programme as laid out in *Appendix 2 Principles of engagement and draft contract clauses*.

1.5 Providing the Participant with relocation costs subject to due process and in accordance with the schedule in place at the time of engagement. A summary is included at *Appendix 3 (and a full schedule: Relocation expenses and process for reclaiming is available)*.

1.6 Supporting the Employing Organisation and the allocated HEE Local Office with provision of remedial training or support to the Participant, where applicable in accordance with *Support strategy for doctors who are not progressing as expected in the IGPR programme*, and as guided by the allocated HEE Local Office or NHS England and NHS Improvement regional team, in the case of performance or appraisal concerns post completion of the I&R scheme period.

1.7 Acting as the local support for the Participant and their family during relocation and the programme to ensure good experience and aid retention of the Participant.

1.8 Supporting the Participant if, after completion of the I&R scheme period, the Participant chooses to remain in England (with the Employing Organisation or another Employing Organisation participating in the IGPR Programme) and they require a visa or other permission from UK Visas and Immigration. In this circumstance the Participant should contact NHS England and NHS Improvement at [england.intrecruitment@nhs.net](mailto:england.intrecruitment@nhs.net). For the avoidance of doubt NHS England makes no representation as to whether Participants will be permitted to remain in the UK following completion of the IGPR Programme.

1.9 Observing the right to remove the participant from the programme in extenuating circumstances. In the event that a candidate is removed from the programme it must be evidenced that all relevant steps of the *Support strategy* have been followed.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 7 of 24

## 2. Employing Organisation commitment

By their signature on page 6, the Employing Organisation commits to:

2.1 Complying with the Principles of Engagement and Draft Contract Clauses detailed at Appendix 2.

2.2 Issuing a substantive contract of employment to the Participant and endeavouring to do so no later than two weeks prior to their commencement date, covering the duration of the three-year IGPR programme, subject to early termination provisions, that is a minimum equivalent to the conditions detailed in *Appendix 2*.

2.3 Working with the Participant to create a job plan suitable for the needs of the Participant to keep them in the profession and to ensure compliance with the requirements of the IGPR Programme.

2.4 Nominating a Clinical Supervisor, who will provide one-to-one support to the Participant in protected time which is specifically allocated for that purpose. A suitably qualified medical professional will always be available in the Employing Organisation to substitute for the Clinical Supervisor where the Clinical Supervisor is absent from the learning environment. The HEE-approved Clinical Supervisor will complete and send I&R structured reports and workplace-based assessments as required by the HEE Local Office to the HEE Local Office I&R lead. The approved Clinical Supervisor will also complete an exit interview with the Participant on completion of the I&R Programme which should be recorded and shared with the I&R Programme Manager.

2.5 Offering adequate and appropriate induction to the Participant, both on joining and after any significant break (e.g. maternity leave). This will include for example IT systems, practice procedures and protocols, referrals systems, in-house and community services, collaborative working arrangements and referral pathways, prescribing formularies, team roles, information governance and safeguarding.

2.6 Supporting the Participant to complete the requirements for UK GP registration with the GMC and entry to the National Medical Performers List, including releasing them from their workplace arrangements as appropriate to carry out any required training during the preparatory phase, I&R assessments and the I&R scheme period.

2.7 Agreeing in principle to extension of the preparatory phase or I&R scheme period, in the situation where the Participant is not deemed ready for assessment, or where they are unsuccessful in completion of the defined elements.

2.8 Providing a supportive learning environment for the Participant during the entirety of the IGPR Programme, making the safety and welfare of patients their primary concern whilst ensuring that the practice placements are appropriate and flexible to allow for the learning needs of the Participant.

2.9 Following the process outlined in *Support strategy for doctors who are not progressing as expected in the IGPR programme*, in appropriate circumstances.

2.10 Discussing with the IGPR Programme Team, in the first instance, if they wish to terminate the contract of employment with the Participant during the preparatory phase or I&R scheme period. This is in order to ascertain:

- why the Participant is considered unsuitable for continuation on the programme; or

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 8 of 24

- if the Participant can be reallocated to another employing organisation participating in the IGPR Programme.

Any termination of employment made on the basis of clinical and/or professional performance must be in line with standards outlined within the IGPR Programme and the I&R scheme, to ensure parity with current UK GP trainees.

2.11 Informing the IGPR Programme Team and providing any required support or remedial training to the Participant, as guided by the allocated HEE Local Office or NHS England and NHS Improvement regional team, in the case of performance or appraisal concerns post completion of the I&R scheme.

2.12 Undertaking the Participant's first GP appraisal between months 3-6 post National Medical Performers List ("**NMPL**") entry, when the programme conditions have been removed, as per I&R scheme appraisal [guidelines](#) and annually thereafter.

2.13 Notifying the designated IGPR Programme Lead and HEE Local Office I&R lead if appropriate and in advance of any substantial changes within the Employing Organisation, including significant or untoward events relating to patient safety that may impact upon the employment and educational arrangements of the Participant. They will notify the IGPR Programme Lead of any substantive changes that may affect employment of the Participant. Examples may include a practice merger, change to different premises, change of NHS England and NHS Improvement practice contract holder or contract type.

2.14 Notifying NHS England and NHS Improvement where the Participant does not remain in their employment for the duration of the programme, or where the Participant does not remain on the NMPL for the remainder of the programme following completion of the I&R scheme.

2.15 Arranging repayment from the Participant for the cost of the International Recruitment Programme on behalf of NHS England and NHS Improvement, as laid out in section 4 of *Appendix 2 Principles of engagement and draft contract clauses*, should the Participant leave the programme before the end of the three years.

2.16 Returning any unused funds in relation to the IGPR Programme to NHS England and NHS Improvement.

2.17 Should the Participant change Employing Organisation during the course of the programme, each new Employing Organisation is required to enter into a copy of this document.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 9 of 24

### 3. Health Education England commitment

By their signature on page 6, the Health Education England (HEE) Local Lead (on behalf of Health Education England) commits to:

- 3.1 Ensuring that all formally trained and approved Clinical Supervisors, nominated by the Employing Organisation, have access to and have undertaken clinical supervisor training, to specifically supervise international GPs, in accordance with the requirements of HEE.
- 3.2 Ensuring that a GP Educational Supervisor approved by Health Education England is allocated to support the Participant through the preparatory phase, I&R assessments and the I&R Scheme period.
- 3.3 Supporting the Participant through the Programme within the agreed NHS England and NHS Improvement budget.
- 3.4 Ensuring that the practice placements are appropriate and flexible to allow for the learning needs of the Participant.
- 3.5 Issuing the Participant with a learning plan, and endeavouring to do so no later than two weeks prior to their commencement date, which the Participant will develop with their Clinical Supervisor to ensure that it meets their educational needs.
- 3.6 Running an agreed teaching programme to support the Participant as appropriate, with preparation for the I&R assessments and up to completion of the I&R scheme.
- 3.7 Providing access to the current HEE online educational communication and resources to support the Participant.
- 3.8 Monitoring the number of participants undertaking the I&R assessments, offering support where appropriate and highlighting any issues to the IGPR Programme Team.
- 3.9 Working collaboratively with the Participant and the Employing Organisation to agree the length of the preparatory phase based on the learning needs of the Participant.
- 3.10 Receiving and reviewing I&R structured reports and workplace based assessments (WPBA reports) from the approved Clinical Supervisor.
- 3.11 Facilitating the international GP's lifelong Learning and Professional Development strategies to support them to continue education and training on satisfactory completion of the HEE programme and to meet the GMC Licensing Annual Appraisal and Revalidation requirements.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 10 of 24

## 4. Participant commitment

By their signature on page 6, the Participant commits to:

4.1 Obtaining a right to live and work in the United Kingdom prior to participation in the IGPR Programme and commencement of employment with the Employing Organisation. The Participant must be entitled to work in the United Kingdom without any additional approvals for the duration of the IGPR Programme and must notify NHS England and NHS Improvement and the Employing Organisation immediately if; this entitlement ends, there are any other changes to their right to work status, there is any change to their circumstances which may impact on their right to work status or in the event of a change to their contact details including name, address or telephone number.

4.2 Providing NHS England and NHS Improvement and/or the Employing Organisation any documents or information required to evidence their right to live and work in the UK to facilitate the Employing Organisation to undertake necessary right to work checks and satisfy its obligations pursuant to the Immigration, Asylum and Nationality Act 2006, the Immigration Rules and relevant Home Office guidance or otherwise as amended from time to time (the "Immigration Legislation") or in response to a request from the Home Office.

4.3 Undertaking the requirements for UK GP registration (as defined by the requirements for holding GP registration and licence to practise with the GMC and for entry onto the NMPL.

4.4 Consenting to their relevant personal data (whether supplied by them, collected by the IGPR Programme Team via the application process and from time to time throughout the delivery of the IGPR Programme) being shared by the IGPR Programme Team with its stakeholders and contracted service providers (their global organisation(s) and subcontractors) and that the IGPR Programme Team and/or its contracted service providers, may share or disclose the Participants personal data to a third party for a specific purpose, for example where the IGPR Programme Team needs to provide contact information for removal services. The Participant agrees that their personal data may be routed, stored, or transferred internationally both inside and outside the EU on the understanding that IGPR Team has sought assurance from its contracted service providers (their global organisation(s) and subcontractors) that they have policies in place to ensure an equivalent level of protection is in place as is provided by the IGPR Programme Team.

4.5 Understanding that they may be approached for audio recording, filming and / or photography of them to be taken of them whilst on the IGPR Programme. In this circumstance, if the Participant agrees to take part, they agree that the IGPR Programme Team may use photographs, film, audio and video recordings of them to showcase the Programme, including promoting it in the NHS, to Central Government, and to the general public (inside and outside of the UK) via NHS England and NHS Improvement's and associated programme partners' websites or other media.

4.6 Entering into a substantive contract of employment from an identified Employing Organisation recognised under the IGPR Programme, for the duration of the three year programme.

4.7 Ensuring that they have access to online learning environments to complete the significant amount of online learning or assessments required and to notifying the IGPR Programme Team and/or its contracted service providers (their global organisation and subcontractors) if they have any accessibility issues so that appropriate support can be found before the IGPR Programme starts.

4.8 Completing all of the study activities (face-to-face and virtual) as detailed in their individual development plan and all other learning activity associated with the IGPR Programme, including any assignments, examinations and assessments, regardless of the amount of study leave granted. The

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 11 of 24

Participant understands that all the elements of the IGPR Programme are mandatory and attendance is a requirement for completion of the programme.

4.9 Undertaking their first GP appraisal between months 3-6 post NMPL entry, when the programme conditions have been removed, as per I&R scheme appraisal guidelines, and annually thereafter.

4.10 Discussing and agreeing with their Employing Organisation, in advance where possible, any changes in working arrangements (e.g. additional work) which may be required. The Participant will also inform the Employing Organisation of any changes to domestic circumstances that may affect participation in the programme. The Employing Organisation will inform the IGPR Programme Lead.

4.11 Notifying the designated Employing Organisation of any periods of absence above four weeks, e.g. maternity leave or long-term sick leave. The Employing Organisation will inform the IGPR Programme Lead.

4.12 Understanding that, if the Employing Organisation changes within the three year IGPR Programme to another Employing Organisation under the IGPR Programme:

4.12.1 this does not constitute extenuating circumstance for withdrawal from the IGPR Programme; and

4.12.2 the Participant will make their new employer and line manager aware before they accept the job offer that they committed to complete the IGPR Programme, the terms on which they have made that commitment, and the fact that they will require their support to do so; and

4.12.3 the Participant uses their best endeavours to have a new version of this document completed and executed by the Participant and the lead from the new Employing Organisation .

4.13 Understanding and acknowledging that, whereas NHS England and NHS Improvement is committed to using their best endeavours to identify Employing Organisations participating in the IGPR Programme to provide employment to the Participant during the three year IGPR Programme, there is no guarantee of employment for the whole or part of the Programme. Should NHS England and NHS Improvement not be able to provide employment to the Participant for any part of the Programme, the Participant will not be subject to the recuperation of costs as laid out in Appendix 2 Section 4.

4.14 Acknowledging that in the event that NHS England and NHS Improvement is not able to identify an employer for the participant for any part of the Programme, then the IGPR support strategy will be used to underpin any action plan.

4.15 Acknowledging that their entitlement to participate in the IGPR Programme being subject at all times to satisfactory conduct and the achievement and maintenance of the required standards of performance relevant to their post. The Participant's level of performance will be monitored and reviewed in line with the relevant standards and any issues will be brought to their attention and appropriate action taken. If the Participant is unable to achieve and/or maintain the required standards and/or level of conduct this could result in removal from the IGPR Programme and termination of contract in accordance with the *Support strategy for doctors who are not progressing as expected in the IGPR programme*.

4.16 Informing the IGPR Programme Team immediately of any police investigations or criminal proceedings of any kind which they are subject to (including if they are detained, arrested, cautioned,

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 12 of 24

charged, receive notice of prosecution or are charged with any offence, including a driving offence) as this may impact ability to proceed with the IGPR Programme.

4.17 Informing the IGPR Programme Team immediately of any investigations or fitness to practise proceedings of any kind with which they are subject to in relation to professional performance or maintenance of professional registration.

4.18 The Employing Organisation being entitled to remove the Participant from the IGPR Programme at any time without notice or payment of International GP Programme salary in lieu of notice (and with no liability to make any further payment to the Participant other than in respect of amounts accrued due at the date of termination) if the Participant commits a serious breach of their obligations under this agreement or their contract of employment with the Employing Organisation; if they are negligent or incompetent in the performance of their duties; if they cease to be entitled to live and work in the United Kingdom; if they are unable to evidence or are unwilling to provide evidence of an ongoing right to work in the United Kingdom or because they no longer have the necessary professional qualifications or registration which are essential to participation in the IGPR Programme. These examples are not intended to be an exhaustive list. This right is without prejudice to any other rights that the Employing Organisation might have at law to terminate the Participant's contract of employment or to accept any breach of this agreement by the Participant as having brought the agreement to an end.

4.19 Acknowledging that any delay by NHS England and NHS Improvement in exercising its rights to removal of the Participant from the IGPR Programme shall not constitute a waiver thereof.

4.20 Agreeing to the repayment terms as detailed in Appendix 2 of this document.

4.21 Contacting their regional NHS England and NHS Improvement IGPR Lead in the first instance, in the eventuality of any concerns about the structure or delivery of the IGPR Programme.

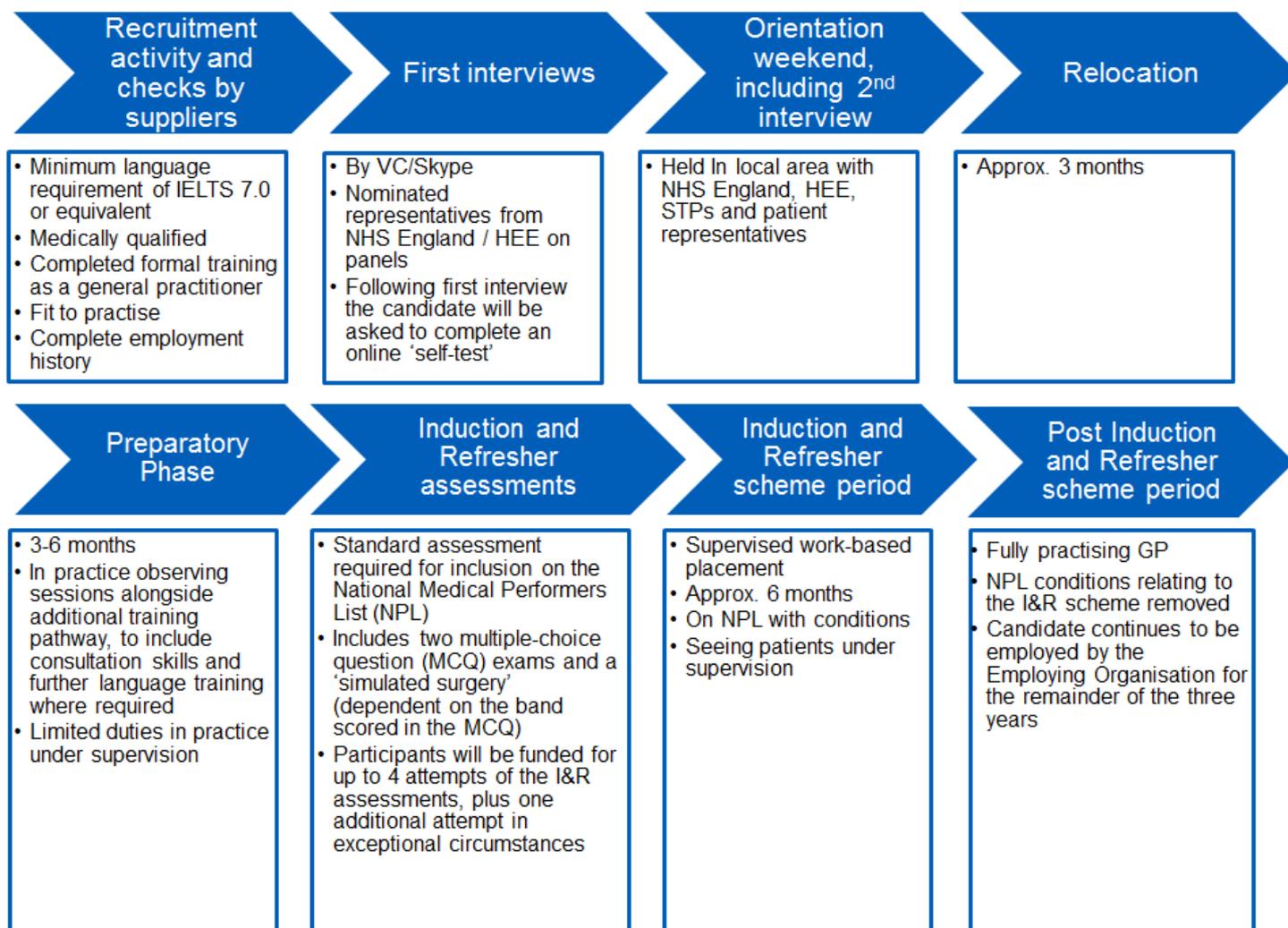
IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 13 of 24

## Section D. Supplementary Information

1. The headings in this document are inserted for convenience only and shall not affect its construction.
2. A reference to a particular law is a reference to it as it is in force for the time being; taking account of any amendment, extension or re-enactment and includes any subordinate legislation made under it.
3. This Programme Agreement, in conjunction with a signed contract from the Employing Organisation, and any document referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
4. Each party acknowledges that in entering into the commitments laid out in this Programme Agreement they shall not be able to rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Programme Agreement or any document referred to therein.
5. No variation or agreed termination of the commitments and/or contract clause laid out in this Programme Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
6. This Programme Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one set of commitments.
7. No one other than NHS England and NHS Improvement, the Employing Organisation, Health Education England or the Participant shall have any right to enforce any of its terms.
8. This Programme Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
9. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Programme Agreement or its subject matter or formation (including non-contractual disputes or claims)

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 14 of 24

## Appendix 1. IGPR Programme Structure



IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 15 of 24

## Appendix 2. Principles of engagement and draft contract clauses

All IGPR Participants will be employed by the agreed Employing Organisation.

Subject to any terms in this Programme Agreement or in exceptional circumstances specific to the employing organisation, GMS and PMS practices should offer terms and conditions that are no less favourable than the model salaried GP contract as determined in GMS/PMS Contract Regulations. For APMS (Alternative Provider Medical Services) employers the [Model Salaried GP Contract](#) is recommended and considered as a benchmark.

A model International GP Recruitment Contract is available for use; this is benchmarked against the Model Salaried GP Contract. NHS England and NHS Improvement suggest that Participants are employed on the terms set out in the Model International GP Recruitment Contract which is available from the regional IGPR lead.

The contract of employment made between the Employing Organisation and Participant shall include:

1. clauses relating to:

- Confidentiality of information
- Provision of statutory employment rights and benefits e.g. maternity pay
- Maintenance of professional registration, clinical standards and codes of conduct
- Information Governance
- European Working Time Regulations; and

Through agreement to participate in the IGPR Programme, Employing Organisations participating on the programme agree to standardised terms and conditions to be included in the contract of employment held between the Employing Organisation and the Participant relating to employment of a Participant of the IGPR Programme.

2. terms relating to the Participant's eligibility to live and work in the United Kingdom, including:

- 2.1 A warranty that the Participant is entitled to work in the United Kingdom without any additional approvals and will notify NHS England and NHS Improvement and the Employing Organisation immediately if they cease to be so entitled or of any other changes to their right to work status;
- 2.2 A requirement that the Participant provides NHS England and NHS Improvement and the Employing Organisation with any documents or information required, pertaining to their right to live and work in the United Kingdom. This will facilitate the Employing Organisation to undertake the requisite right to work checks and satisfy its obligations pursuant to Immigration Legislation as amended from time to time or in response to a request from the Home Office.
- 2.3 A warranty that the Participant will inform the Employing Organisation and NHS England and NHS Improvement in the event of a change in their circumstances which may impact on their right to work in the UK or of a change to their contact details including their name, address or telephone number.
- 2.4 A clause entitling the Employing Organisation (through the Employing Organisations processes) to remove the Participant from the IGPR Programme whether on the instruction of NHS England and/or NHS Improvement or otherwise without notice or payment in lieu of

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 16 of 24

notice in the event that they do not have an ongoing right to work in the United Kingdom or in the event that they are unable or unwilling to provide the Employing Organisation with evidence of their eligibility to work in the United Kingdom.

3. Terms giving effect to the following provisions in respect of the repayment of training costs for Participants leaving the programme as follows:
  - 3.1 If the Participant does not remain with the Employing Organisation (or other approved Employing Organisation) and/or does not remain on the National Medical Performers List (NMPL) for the remainder of the three-year IGPR Programme, the Participant will be required to repay some or all of the relocation and training costs associated with the IGPR scheme to NHS England and NHS Improvement up to a maximum of £9,000. The Employing Organisation will make any deductions from the Participant's salary on NHS England and NHS Improvement's behalf (as directed by NHS England and NHS Improvement and NHS Improvement) and repay those sums to NHS England and NHS Improvement and NHS Improvement.
  - 3.2 The period that the Participant has been classed as participating in the IGPR Programme (for the purpose of international GP relocation and training repayment) is defined from start date of the contract of employment with the Employing Organisation, reflecting commencement of the preparatory phase. This includes any periods of sickness absence, maternity, paternity, dependants or carers leave etc.
  - 3.3 Where the Participant is no longer employed to work as a GP in England, repayment of the costs will be based on a sliding scale, as outlined in table 1.

**Table 1:** International GP training scheme costs repayment sliding scale – Participant no longer employed to work as a GP in England.

Period Participant has participated in the programme (as defined in 4.2)	Percentage costs to be repaid (to a maximum of £9000 and National Minimum Wage (NMW) requirements)
0 month – 12 months	100% - 78% (i.e. reducing by 2% per month)
13-24 months	76% - 54% (i.e. reducing by 2% per month)
25-36 months	52% - 4% (i.e. reducing by 4% per month)
37 months onwards	No repayment required

- 3.4 Where the participant moves to a different placement or employing organisation participating in the IGPR Programme, for the purpose of calculating the Participant's period of participation in the IGPR Programme, all periods of work will be seen as contributing towards the three-year programme period (see clause 1.7 regarding leave of absence). The period that the Participant has been engaged in the programme (as per clause 4.2) will be deemed as continuous from the start date of employment with the first Employing Organisation (reflecting commencement of the preparatory phase). Any gaps in service between employment contracts will not be counted towards the period that the Participant has been engaged within the programme.
- 3.5 In the case where all parties are in agreement to terminate the contract, repayment may not be required, subject to agreement between the parties.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 17 of 24

- 3.6 Where the Participant ceases employment with the Employing Organisation, recognised under the IGPR Programme, but continues to practise within England as a GP via an NHS contracted and funded Employing Organisation not participating in the IGPR Programme, the percentage of the International GP programme relocation and training costs to be repaid will be reduced, in line with table 2.

**Table 2:** International GP training scheme costs repayment sliding scale – Participant no longer employed under the Programme but practising in England

Period Participant has participated in the programme (as defined in 3.3.1)	Percentage of costs to be repaid (to a maximum of £9000 and NMW requirements)
0 month – 12 months	76% - 54% (i.e. reducing by 2% per month)
13-24 months	52%-30%(i.e. reducing by 2% per month)
25-36 months	30% - 6% (i.e. reducing by 2% per month)
37 months onwards	No repayment required

- 3.7 Where, during the three-year programme, the Participant fails to maintain the requirements for inclusion on the National Medical Performers List or other elements required for GP registration within the UK, the Participant will be required to repay 100% (up to a maximum of £9000) of the International GP training scheme costs, subject always to the Participant receiving at least the applicable National Minimum Wage for the work the Participant has carried out during the preparatory phase and I&R scheme period.

- 3.8 The Employing Organisation or any other subsequent employer may deduct from the Participant's salary any sums due from the Participant to NHS England and NHS Improvement.

- 3.9 Where due to ill health or bereavement the Participant is unable to complete the preparatory phase, I&R scheme period or fails to meet the requirement for employment with an Employing Organisation recognised under the IGPR Programme for the remainder of the three year IGPR Programme, a repayment of International GP training scheme costs may not be required. This will be reviewed on a case by case basis and subject to agreement by NHS England, NHS Improvement and Health Education England.

4. Provisions which will give effect to the terms outlined in this clause in respect of the preparatory phase, the I&R assessments, the I&R scheme period, the remaining term of the three year IGPR Programme and terms of repayment if the GP leaves the programme:

- 4.1 preparatory phase, I&R assessments and I&R scheme period:

- 4.1.1 The contract of employment with the Participant will start from the date of commencement of the preparatory phase of the IGPR Programme.

- 4.1.2 The contract of employment issued to the Participant will be a substantive fixed term contract of employment, to cover a fixed period of employment of three years, in line with the three year IGPR Programme structure. This does not

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 18 of 24

affect the Employing Organisation or the Participant's statutory rights to give notice on the contract.

- 4.1.3 The contract will specify that the preparatory and I&R phases of the programme must be completed in a timely manner and any consideration of reduced hours working must ensure that this is maintained. The contract will also specify that any such reduction must be agreed between all parties (i.e. NHS England and NHS Improvement, the Employing Organisation and the Participant).
- 4.1.4 The Employing Organisation agrees to nominate a clinical colleague to act as a Clinical Supervisor, who will provide one to one support to the Participant in protected time specifically allocated to the purpose, from the beginning of the preparatory phase, through the I&R assessments and to the end of the I&R scheme period.
- 4.1.5 The preparatory phase and I&R scheme period cover the period of employment from the date of commencement of employment with the employing organisation, until the candidate holds full registration and a licence to practise with the General Medical Council (GMC) and has met the requirement for entry onto the National Medical Performers List.
- 4.1.6 During the preparatory phase and I&R scheme period, the Participant agrees not to enter into any other paid or voluntary employment or engagement without prior agreement from their Employing Organisation.
- 4.1.7 For the preparatory phase and I&R assessment stage (as defined in Section B) the Employing Organisation agrees to pay the Participant an International GP programme salary of £3000 per month. This is the net figure. Those working in London will be paid an additional weighting. The Employing Organisation will receive a payment from NHS England and NHS Improvement to cover this cost and any associated salary on-costs. This salary replaces any bursary or financial incentive offered as part of the I&R Scheme.
- 4.1.8 The preparatory phase is to be completed within the approved training practice or wider NHS placements, undertaking shadowing, training and other exercises required to produce familiarisation with the processes, procedures and approaches relating to primary care and other interlinking NHS and non-NHS organisations, ensuring sufficient preparation for the Participant to undertake the I&R assessments and commence the I&R scheme period. The length of the preparatory phase will be agreed between the Participant, HEE and the Employing Organisation based on the learning needs of the individual.
- 4.1.9 The Employing Organisation agrees that the Participant will not work in isolation or across multiple sites whilst participating in the preparatory phase, the I&R assessments and the I&R scheme period. Where the Employing Organisation has multiple sites, the Participant must be “anchored” to one practice and working across sites will only be allowable as part of the agreed training and development programme with the Participant. At all times on-site senior clinical support must be available to the Participant.
- 4.1.10 Periods of absence, including annual leave and sickness, may not be counted towards the preparatory phase. Participants must be able to evidence

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 19 of 24

completion of the required preparatory work to proceed to the I&R scheme phase and where the preparatory phase has not been deemed sufficient (for example, due to sickness, annual leave, maternity leave etc.), the preparatory phase should be extended until the requirements have been achieved.

- 4.1.11 Any periods of absence, including annual leave and sickness will be paid as per contract of employment and will be no less favourable than the model salaried GP contract as determined in GMS/PMS Contract Regulations.
- 4.1.12 For the duration of the I&R scheme period (following completion of the I&R assessments and until the Participant has gained entry to the NMPL) the Employing Organisation agrees to pay the Participant an International GP programme salary of £3500 per month. This is the net figure. Those working in London will be paid an additional weighting. The Employing Organisation will receive a payment from NHS England and NHS Improvement to cover this cost and any salary on-costs. This salary replaces any bursary or financial incentive offered as part to the I&R Scheme.
- 4.1.13 During the preparatory phase and I&R scheme period if the Participant wishes to cease employment with the employing organisation and withdraw from the IGPR Programme they should discuss this firstly with their Clinical Supervisor and/or Educational Supervisor. Any notice period is negotiable between Employing Organisation and the participant but should be no longer than 1 month.
- 4.1.14 A notice period of 1 month shall be required, where the Employing Organisation wishes to terminate the contract of employment with the Participant (see Employing Organisation commitment section 2.10).

**4.2 Post I&R completion, for the remainder of the three year IGPR Programme:**

- 4.2.1 The period post completion of the I&R scheme period forms the remainder of the three year IGPR Programme, where Participants are in employment as a salaried GP. This is based upon successful completion of the preparatory phase, the I&R assessments and I&R scheme period, once the Participant holds full registration and a licence to practise with the General Medical Council (GMC) and has met the requirement for entry on National Medical Performers List and can therefore practise as an independent GP in England.
- 4.2.2 Post completion of the I&R scheme period the Participant will be entitled to a minimum salary of £68,000 per annum. This is the gross figure. Those working in London will be paid an additional weighting. The GP's salary must be subsequently uplifted annually at least in line with the Review Body on Doctors' and Dentists' Remuneration recommended increase. The cost of this salary is to be covered by the Employing Organisation.
- 4.2.3 Noting that arrangements vary between practices, the Participant's working time is expected to be agreed prior to the start of the Programme (and may be varied depending on circumstances following the I&R period, in accordance with employment practice) and this will be in accordance with other salaried GPs within the employing organisation.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 20 of 24

- 4.2.4 There will be defined elements of continuing professional development (CPD) within the 37.5 hour working week, with at least one and up to three out of the nine working sessions completed as a training session.
- 4.2.5 Where a part time working arrangement (post preparatory phase) is agreed between the employing organisation and the Participant this must be explicitly reflected in the contract.
- 4.2.6 It is noted that the CPD needs of an international GP may be different from that of a recently qualified UK trainee and as such the CPD plan should be flexible to accommodate this. The initial CPD plan following successful entry to the NMPL and prior to the first appraisal should be agreed between the HEE Educational Supervisor, the Practice Clinical Supervisor and the doctor.
- 4.2.7 The subsequent CPD plans will be agreed at appraisal under the normal processes of the employing organisation.
- 4.2.8 The Participant agrees not to enter into any other paid or voluntary employment or engagement without prior agreement in writing from their Employing Organisation.
- 4.2.9 Following the preparatory and I&R phases, travel, subsistence and any other costs associated with employment (including training, on-costs, maternity benefits and pension) will be covered by the Employing Organisation for the remainder of the three year programme.
- 4.2.10 The post I&R scheme period may not be required to be extended where time off has been taken during that period relating to maternity, parental, adoption or sick leave.
- 4.2.11 After completion of the I&R scheme period, a notice period of three months shall be required where the Participant wishes to terminate the contract of employment. The re-payment clauses set out in section 4 of the contract clauses will apply in the case of any early termination of the contract by the IGPR Participant.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 21 of 24

## Appendix 3 – Relocation Expenses

### Taken from ‘Relocation for IGPs’ V2.0

#### Overview

As part of the International GP Recruitment programme (IGPR), NHS England and NHS Improvement offer all GPs moving to England as part of the programme, a relocation allowance.

The relocation is to support the GP and their family to meet the costs of moving to England and also to support them once they arrive in England.

Moves within mainland Britain are not eligible for relocation support.

#### Amounts Available

There is **up to** £8,500 available for EEA GPs

There is **up to** £18,500 available for non EEA GPs

These amounts are a maximum, and only reasonably incurred expenses will be covered. NHS England and NHS Improvement and NHS Improvement reserve the right to refuse to meet the costs of any expense deemed unnecessary or unreasonable.

#### Tax Liability

HMRC allows up to £8,000 relocation expenses to be exempt from tax, providing they fall into the categories in the guidance [HMRC Tax Guide 480\(2019\) Expenses and benefits \(Appendix 7\)](#). [In addition to this international travel to England from a home country for the candidate, spouse/partner and dependents may be tax exempt.](#)

“Where a foreign national comes to the UK for employment his or her travelling costs and those of his or her spouse and family may be eligible for relief (under Sections 373 and 374 ITEPA 2003.) If the expenses do qualify for relief in this way they're not expenses which qualify for exemption for the purposes of the removals relief. The effect of this is that the foreign national will be able to get the travelling costs as well as £8,000 of removal expenses tax-free.”

***For the avoidance of doubt the candidate should refer to a qualified accountant on matters of concern.***

#### What does it cover?

Each GP will receive an additional £500 (subject to tax) in their first salary payment when in England to cover commuting costs. This will be subject to HMRC tax regulation.

#### EEA

For EEA GPs the remaining £8,000 can be used by the GP to cover relocation expenses which are in broadly line with the HMRC guidelines in [HMRC Tax Guide 480\(2019\) Expenses and benefits \(Appendix 7\)](#)

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 22 of 24

These fall into the following categories:

1. disposal or intended disposal of old residence
2. transporting belongings
3. travelling and subsistence
4. domestic goods for the new residence

With regards to the accommodation/residence costs, NHS England and NHS Improvement and NHS Improvement will meet the costs for up to the first three months accommodation for the GP and their family.

Further details on each category and exclusions applied by NHS England and NHS Improvement and NHS Improvement will be published in April 2019.

### **Non EEA**

For Non- EEA GPs the remaining £18,000 can be used by the GP to cover relocation expenses which are in line with the HMRC guidelines in [HMRC Tax Guide 480\(2019\) Expenses and benefits \(Appendix 7\)](#).

These (similarly) fall into the following categories:

1. disposal or intended disposal of old residence
2. transporting belongings
3. travelling and subsistence
4. domestic goods for the new residence

With regards to the accommodation/residence costs, NHS England and NHS Improvement and NHS Improvement will meet the costs for up to the first three months accommodation for the GP and their family.

Further details on each category and exclusions applied by NHS England and NHS Improvement were published in June 2019.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 23 of 24

## Appendix 4 – Continuing Professional Development

### International GP CPD

The Continuing Professional Development (CPD) is the process and tracking and documenting the skills, knowledge and experience that a doctor will gain both formally and informally during their employment. The CPD plan for Participant must as a minimum meet the guideline of the BMA model contract and be equitable with other GPs engaged by the practice. Full-time salaried GPs employed under the BMA model contract are entitled to at least one session (usually 4 hours) per week on an annualised basis of protected time for professional development. This is adjusted on a pro-rata basis for part-time employees. In line with the model contract this may be taken flexibly and the Participant's job planning guidance provides full details. CPD time should be used according to meet the educational needs of the salaried GP, as specified by their NHS appraisal and personal development plan (PDP). The CPD time may be relevant to the priorities of the practice and the wider NHS, provided it is in accordance with the doctor's PDP.

It is recognised that the Participant may initially have specific educational and development needs and the CPD plan should reflect this and at least one and up to three out of the nine working sessions should be completed as a training session. Post completion of the I&R phase of the Programme the CPD plan should be agreed between the Educational Supervisor and the Clinical Supervisor within the practice. This *may* initially involve additional CPD sessions, protected time with the Clinical Supervisor or allocated time that will benefit both the practice and the Participant.

It is then expected that the CPD will be further reviewed at the six month appraisal and a revised plan agreed in line with the practices normal operating procedures and the BMA model contract guidance as a minimum.

IGPR Programme Agreement	December 2019	Version Number: 2.8
Status: Approved	Next Review Date: June 2020	Page 24 of 24