MENTORING AGREEMENT

Dated:

PARTIES

(1)[] ("**Mentee**");

(2)[] ("**Mentor**"); and

(3) BAIRD ACADEMY

BACKGROUND

(A) BAIRD ACADEMY has a network of competent mentors. The Mentor is one such an dentist with special interest and good standards in implant dentistry, and has skills and/or experience relevant to the requirements of the Mentee.

(B) The Mentee wishes to access the Mentor in order to gain guidance and support during the implant clinical cases carried out at the Mentee's practice.

(C) The parties agree that the relationship between them shall be as set out in this agreement.

(D) Both the mentor and mentee should:

D.a. be GDC registered

D.b. have "adequate and appropriate" indemnity cover (Dentists Act, 2005). This should include specific cover for dental implant treatment appropriate to the level of complexity of treatment undertaken. The parties are advised to contact their defence union to ensure that they have adequate cover to fulfil medico-legal requirements and GDC guidelines before providing implant treatment as a mentor/mentee

D.c. be suitably trained or experienced

1. The Services

1.1. The Mentor has agreed to provide mentoring services to the Mentee, on the terms of this agreement. BAIRD Academy's involvement has been limited to identifying the Mentor, introducing the Mentor to the Mentee and the monitoring and evaluation of progress. BAIRD Academy will not provide any further services to the Mentee under this agreement.

1.2. The services will consist of meetings and/or phone calls and/or email or other written communications between the Mentor and the Mentee prior to the agreed clinical session , the exact content, frequency and duration of which will be as agreed between the Mentor and the Mentee. The Mentee is expected to present the following information when he/she first meet their mentor:

1.2.1. Current GDC certificate

1.2.2. Certificates for additional registerable qualifications

1.2.3. Current indemnity certificate – specifically covering the clinician for the appropriate level of work with dental implants

1.2.4. Hepatitis B certificate of immunisation and immunity

1.2.5. Records of verifiable CPD for at least the last 2 years, which should include appropriate amounts of CPD related specifically to the core subjects of Radiography and Radiation protection, Disinfection and Decontamination, and Medical Emergencies

1.3. The mentor/mentee relationship is structured as follows:

1.3.1. An initial meeting to assist the learner to set his/her goals, resulting in the drawing up of an action plan or personal development plan (PDP) (see below for more details)

1.3.2. Arrange meetings to support and motivate learner to implement the plan. Learning will be facilitated through provision of practical information, guidance and links to resources.

1.3.3. There should be regular feedback, review of progress and recording of the achievements within the plan, which may well amend and feed back into the initial action plan as a result of learning. The Mentee shall not at any time be obliged to request or receive mentoring services from the Mentor.

1.3.4. The Mentor will not carry out any treatment unless in emergency situations. The Mentee takes full responsibility for the clinical therapy, short & long term follow up and emergency cover for his/her patient.

1.3.5. The mentee takes responsibility for the record keeping (i.e. treatment plan, consent form, radiographs' reporting, clinical notes, prescriptions, etc.)

1.3.6. The Mentor will show full respect to patient's confidentiality

1.3.7. The Mentor will show no interest in patient's charges or payment collected from the patient by the Mentee and/or his practice.

1.3.8. The Mentee needs to ensure that all instruments, equipment and materials are ready as required for the day of the surgery.

1.3.9. The Mentee takes responsibility for ensuring enough and satisfactory staffing to allow smooth run of the clinical case as discussed with the Mentor. The Mentor can show guidance and offer side training to the supporting staff as and when required.

1.4. In terms of managing the contract between mentor and mentee, mentors should:

1.4.1. Ensure that all parties agree on expectations and outcomes before mentoring begins

1.4.2. Agree on when, where and how often the sessions will take place and complete the formal mentor agreement

1.4.3. Agree on a method of payment and an adequate fee structure

1.4.4. Evaluate outcome measurements

1.4.5. Ensure 'clinical code of practice' and professional code of ethics are observed at all times

1.4.6. Manage professional boundaries effectively

1.4.7. Observe record keeping and assist the mentee in keeping the learning portfolio

1.5. The mentee should discuss with the mentor:

1.5.1. Knowledge, Skills and Learning Outcomes they wish to obtain from the mentoring process

1.5.2. Outcome Measures that will be used to determine whether they have achieved the desired objectives including ways to document learning

1.5.3. Timescale for these tasks

1. Fees

1.1. Unless otherwise agreed, the fee for BAIRD trained mentees will be charged at the rate of £1000 per single case or £1750 per day which can be maximum of two cases. This fee is inclusive of VAT.

1.2. Mentees also agree to pay any associated mentor travel costs, as well as the cost of overnight accommodation where this is necessary.

2. Liability

2.1. The Mentee shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the services, but if and to the extent that it does so, it shall do so at its own risk. The Mentee hereby unconditionally and irrevocably waives any rights of action it may have as against the Mentor in relation to any such information, suggestions, advice or guidance.

2.2. The Mentee acknowledges and agrees that they remain the treating clinician and are solely responsible for the patient relationship, including obtaining and documenting the patient's informed consent. The consent form shall be provided and completed by the Mentee and shall reflect the treatment relationship between the patient and the Mentee.

2.3. The Mentor's involvement is strictly limited to the specific clinical session(s) in which they are physically present and to the particular procedures, advice or clinical guidance expressly agreed upon in advance. Unless otherwise expressly agreed in writing, the Mentor assumes no responsibility for any treatment, clinical decisions, procedures, postoperative care, follow-up, maintenance or management of complications undertaken

outside the agreed scope of the Mentor's involvement or beyond the specific clinical session(s) attended.

2.4. The Mentee retains full responsibility for the overall treatment plan, ongoing clinical management, patient communication, postoperative instructions, follow-up appointments and long-term maintenance of the patient.

2.5. If the Mentor is unavailable, the Mentor shall have the right to decline any future request to provide mentoring or assistance for the same patient. In such circumstances, the Mentee assumes full responsibility for identifying and arranging an alternative mentor, or for continuing any remaining stages of the patient's treatment independently.

2.6. The Mentee acknowledges that any services provided by the BAIRD Academy and the Mentor pursuant to this agreement are provided for an agreed fee and payment needs to be settled within 30 days of the issued invoice. Mentoring fees should be discussed with the Mentor in advance and a written confirmation of agreeing to the requested fees will be required by the mentee proper to starting the mentoring process. Neither BAIRD Academy nor the Mentor will be liable to the Mentee or to any third party for any loss, damage, costs or liabilities suffered as a result of this agreement, the existence of the relationships between the parties or the services provided. Nothing in this clause shall limit or exclude any liability for death or personal injury, or which results from fraud.

2.7. In case of late cancellation (within 48 hours), the Mentor receives his/her rights to charge the Mentee the full agreed mentoring fees.

2.8. BAIRD Academy is not (and the Mentee and the Mentor acknowledge that BAIRD Academy is not) liable for the services provided by the Mentor or for any acts or omissions of the Mentor.

1. Confidentiality

1.1. The Mentor and the Mentee hereby permit BAIRD Academy to refer to the Mentee, the Mentor and the existence of the arrangement contemplated by this agreement in any publication or material it may use to publicise and promote the work of BAIRD Academy

1.2. Neither the Mentee nor the Mentor may use or mention BAIRD Academy name, logo or any other intellectual property of BAIRD Academy in any of their publicity materials or in any announcement, without the prior written consent of the BAIRD Academy.

1.3. The Mentee and the Mentor will keep in strict confidence the existence and content of this agreement and the Mentee shall keep confidential all information, suggestions, advice or guidance provided by the Mentor to it as part of the services.

All parties will keep in strict confidence all and any information of a confidential nature which it obtains about either of the other parties as a result of the arrangements contemplated by this agreement. This clause shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this clause by any party.

1. Miscellaneous

1.1. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

1.2. A person who is not a party to this agreement shall not have any rights under or in connection with it.

1.3. This agreement shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signature:

_____

_____

Date _____