

**Date: 1<sup>st</sup> April 2017**

**(1) THE GENERAL DENTAL COUNCIL**

**-and-**

**(2) THE CONSORTIUM**

**AGREEMENT  
RELATING TO THE SUPPLY OF THE  
OVERSEAS REGISTRATION EXAMINATION PART 2**

**GENERAL DENTAL COUNCIL  
CONTRACT FOR THE PROVISION OF  
PART 2 OF THE GDC STATUTORY EXAMINATION -  
OVERSEAS REGISTRATION EXAMINATION (ORE)**

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**THIS AGREEMENT** is dated 1<sup>st</sup> April 2017

## **Parties**

- (1) **THE GENERAL DENTAL COUNCIL** of 37 Wimpole Street, London W1G 8DQ (the **GDC**).
- (2) The organisations whose names and addresses are set out in Schedule 6 who shall be collectively known as (the **"Consortium"**).

## **Background**

- (A) The GDC wishes to engage the Consortium to be the provider of Part 2 of the Overseas Registration Examination (**ORE**).
- (B) On 20 May 2016, the GDC issued an invitation to tender (**ITT**) setting out the specifications for the ORE in response to which the GDC received the Responses to Tender (defined below).
- (C) Based on the assurances provided by the Consortium in its response to the ITT and other communications to the GDC, the Consortium has been selected to provide the Services (defined below) on the terms and subject to the conditions of this agreement.

## **Agreed terms**

### **1. Definitions & Interpretations**

**"Agreed Price"** means the price set out in the Pricing Schedule;

**"Background Intellectual Property Rights"** any and all Intellectual Property Rights that are owned by or licensed to either Party, including for the avoidance of doubt, the Question Bank, and which are or have been developed independently of this Contract prior to the Commencement Date.

**"Best Industry Practice"** means the standards which fall within the upper quartile in the relevant industry for the provision of comparable Services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors;

**"Blueprint"** A blueprint is a matrix that allows confirmation that an examination has adequately sampled the Intended Learning Outcomes using appropriate assessment methods. One way in which it may do this is by mapping individual Intended Learning Outcomes (ILOs) against the particular questions, stations, etc., employed to assess them. Thus, each question in the examination can be seen to be aligned to one or more ILOs, and the extent to which the full range of outcomes has been assessed can be demonstrated. This applies to a single examination but also over the course of several examinations.

**"Change"** means any change to the Contract including to any of the Services;

**"Change Control Note"** means the written record of a Change agreed by the parties pursuant to the Change Control Procedure;

**"Change Control Procedure"** means the procedure for changing the Contract, as set out in Schedule 2;

**"Change Request"** means a written request for a Change which is submitted by one party to the other pursuant to the Change Control Procedure;

**"Chief external examiner"** Appointed by the GDC, the role of the Chief External Examiner includes, but is not limited to:

- Oversee the effective running of ORE sittings within GDC and supplier guidelines, reporting and making recommendations to the Exams Team and the ORE Advisory Group;
- Lead the external examiner pool, ensuring that the external examiners fulfil their duties appropriately;
- Report to the Advisory Group any aspect of the execution of the examination(s) as appropriate, including standard setting, internal examiners conduct, candidates and pass marks;

- ensure that delegation of responsibility of chief external examiner (CEE) duties (if necessary) to an external examiner is conducted appropriately;
- ensure that the examination is free from bias.

**“Component”** means one of the four components of the Part 2 examination.

**“Component lead”** Each individual appointed by the Consortium from time to time to be the lead contact for a specified Component as notified to the GDC in writing. The Component Lead shall be responsible for coordinating, overseeing and reviewing:

- The writing of assessment items
- Standard setting
- Internal Examiner calibration
- Internal Examiner performance in marking and the application of agreed standards
- Candidate complaints
- Reports for OREAG
- Internal Examiner Training
- Internal Examiner Monitoring

They will also:

- Attend and contribute to the Board of Examiners following data analysis
- Be a direct point of contact for the GDC, Chief external, and External examiners

**“Commencement Date”** means 1<sup>st</sup> April 2017

**“Consortium Lead”** means the Faculty of Dental Surgery at the Royal College of Surgeons of England, which shall be responsible, through its project manager, for liaising with the GDC under this Contract.

**“Contract”** means the contract between the GDC and the Consortium consisting of (i) these terms and conditions, (ii) Schedule 1 - Data Protection, (iii) Schedule 2 - Change Control Procedure, (iv) Schedule 3- Services Schedule (including schedule 3) i) and Attachment 1), (v) Schedule 4- Service Level Schedule, (vi) Schedule 5- Pricing Schedule, (vii) Schedule 6 – Members of the Consortium.

**“Contractor”** means any organisation, person, firm or company which may be engaged by the Consortium to carry out any work on its behalf under this Contract (and the term “Sub Contractor” shall be similarly construed);

**“Data Controller”** has the meaning set out in the Data Protection Act 1998;

**“Data Processor”** has the meaning set out in the Data Protection Act 1998;

**“Data Protection Legislation”** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

**“Data Subject”** has the meaning set out in the Data Protection Act 1998;

**“Examination Records”** means all exams, mark sheets, exam results and examiner reports produced during the Term;

**“Examiner calibration”** The essential elements of an examiner calibration exercise are preparation for live examination marking through the communication of guidelines describing how marking is to be carried out, followed by some trial marking of real or simulated examination material, after which examiners are given feedback on the standard of their marking, and where applicable how they need to adjust their marking practices to come into line with other examiners, who are deemed to be marking fairly, accurately and appropriately. Examiners should be standardised ahead of live

examination marking, so that all candidates can be treated fairly and have marks awarded to their work, which reflect the agreed marking standards for that examination

**“External Examiner”** Each External Examiner appointed by the GDC. The role of an External Examiner includes, but is not limited to:

- ensure that the standards of knowledge and clinical skills tested in the examination are equivalent to those needed to pass an UK BDS/BChD programme required for first registration with the GDC; and
- ensure that assessment processes employed by the Consortium are sound, rigorous, fairly operated and in accordance with Consortium policies and regulations, as approved by the GDC
- cover other responsibilities as GDC may allocate to an external examiner in its discretion from time to time

**“Final Staff List”** means a list of all the Consortium’s or sub Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of Services or any part of the Services at the date of transfer;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

**“Force Majeure Event”** means any cause affecting the performance by a party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Consortium, the Consortium’s Personnel or any other failure in the Consortium’s supply chain;

**“Force Majeure Notice”** means a notice pursuant to clause 32;

**“GDC”** means the General Dental Council;

**“GDC Brand”** means any name and/or logo belonging to the GDC;

**“GDC Personal Data”** means any personal data provided to the Consortium by the GDC or on its behalf or collected by the Consortium on behalf of the GDC;

**“Information”** has the meaning given under section 84 of the Freedom of Information Act 2000;

**“Initial Term”** means the period commencing on the Commencement Date and ending three years from the Commencement Date;

**“Intellectual Property Rights”** means any and all copyright, database rights, moral rights, rights in performances, rights in designs, trademarks, service marks, domain names, goodwill, patents, rights in confidential information and other intellectual property rights (including, where relevant, all extensions, reversions, revivals and renewals of the same), in each case whether registered or unregistered and including all applications (and rights to apply) for protection of such rights, as well as all similar or equivalent rights or forms of protection subsisting now or in the future in any jurisdiction;

**“Internal Business Purposes”** means for the non-commercial purposes of: education and/or research (including published research notes) and/or teaching;

**“Internal Examiner”** Each Internal Examiner appointed by the Consortium. The role of an Internal Examiner includes, but is not limited to:

- Writing assessment items
- Standard setting
- Internal Examiner Calibration
- Making direct judgements about a candidate’s performance
- Item review
- Attendance at the Board of Examiners

**“Lead Examiner”** The lead examiner will take overall responsibility for academic quality control of the entire examination. The lead examiner alongside the component leads shall be responsible for coordinating, overseeing and reviewing:

- The writing of assessment items
- Standard setting
- Internal Examiner calibration
- Internal Examiner performance in marking and the application of agreed standards
- Candidate complaints
- Reports for OREAG
- Internal Examiner Training
- Internal Examiner Monitoring

They will also:

- Attend and contribute to the Board of Examiners following data analysis
- Be a direct point of contact for the GDC, Chief external, and external examiners

**“Materials”** means any and all works and materials in whatever form or medium, including, but not limited to, hard copy and electronic form (including any and all concepts, ideas, designs, text, visual materials, drawings, sketches, presentations, slides, graphics, logos, models, documents, reports, plans, scripts, notes, Services Schedules, photographs, films, video and/or audio recordings, transparencies, negatives, prints, musical compositions, lyrics, dramatic treatments, choreography, typographical arrangements, information, data, computer programming and/or software);

**“OREAG”** means the GDC-appointed Overseas Registration Exam Advisory Group;

**“Personal Data”** has the meaning set out in the Data Protection Act 1998;

**“Pricing Schedule”** means the document setting out the agreed prices for the Services for the Initial Term;

**“Psychometrics”** means a particular approach to carrying out statistical analyses of examination data. Such analyses generally utilise item and component scores and generate estimates of:

- Reliability
- Standard error of measurement
- Item difficulty and discrimination
- Item and component correlations
- Mean scores and standard deviation
- Demographic data over cohort

**“Provisional Staff List”** means the list prepared and updated by the Consortium of all the Consortium’s and sub Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of Services or any part of the Services at the date of the preparation of that list;

**“Question Bank”** means the library of examination questions relating to the ORE owned by the GDC;

**“Replacement Contractor”** means any third party replacement provider of the Services as appointed by the GDC;

**“Request for Information”** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

**“Response to Tender”** means the Consortium’s responses to the tender dated 18 July 2016;

**“Service Failure”** means a failure by the Consortium to deliver any part of the Services in accordance with the Service Levels;

**“Service Level Schedule”** means Schedule 4 which sets out the service levels to which the Services are to be provided;

**“Service Levels”** means the service levels to which the Services are to be provided as set out in the Service Level Schedule;

**“Services”** means the Services to be provided by the Consortium under the Contract (or any part of them) as set out in the Services Schedule;

**“Services Schedule”** means the detailed requirements to which the Services supplied shall conform as set out in Schedule 3;

**“Set Up Costs”** are detailed in the Pricing Schedule and means the expense to the Consortium to enable delivery of the Services including, but not limited to: recruiting and training Lead, Internal and External Examiners and obtaining material and equipment required to test candidates;

**“Staffing Information”** means in relation to all persons detailed on the Consortium’s provisional staff list, in an anonymised format, such information as the GDC may reasonably request including the employee liability information and details of whether the personnel or employees, workers, self-employed, contractors or consultants, and agency workers or otherwise and the amount of time spent on the provision of Services;

**“Standard Setting”** The methodology used to define levels of attainment that indicates that a candidate has reached the required standard, in regard to the ORE, the level of a minimally competent recent UK BDS graduate. In an examination this is generally a process that is used to identify a numerical “cut score”, which is then used to translate the examination marks into pass or fail outcomes.

**“Term”** means the period of the Initial Term as may be varied by:  
any extensions to the Contract which are agreed pursuant to clause 3.2; or the earlier termination of the Contract in accordance with clause 35;

**“Working Days”** means Monday to Friday, excluding public holidays in England and Wales;

**“Works”** means all intellectual property created as a result of the Services (including any part(s), modification(s) and adaptation(s) of the same) and includes: (a) the Examination Records (b) all copyright works (including, without limitation, photograph(s), video footage, digital image(s) (whether still or moving)) created or produced, now or in the future, by you or on your behalf (either individually or in conjunction with any other person(s)) in the course of performing your obligations under the Contract; and (c) where the context admits, any and all related Materials; and (d) any and all performance(s) rendered by you in connection with such works and/or the Services; and

**“Value Added Tax”** value added tax as provided for in the Value Added Tax Act 1994.

- 1.1 The interpretation and construction of the Contract shall be subject to the following provisions:
- a) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
  - b) the headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the clauses; and
  - c) where the context allows, the masculine includes the feminine and the neutral, and the singular includes the plural and vice versa.

## **2. Agreement of the Services Schedule**

- 2.1 The GDC hereby appoints the Consortium to provide the Services on the terms and subject to the conditions of the Contract.
- 2.2 On or before the Commencement Date, the GDC shall formally agree with the Consortium a Services Schedule.
- 2.3 Either party may propose changes to the Services Schedule after it is agreed, and such changes will be subject to the Change Control Procedure.
- 2.4 The Consortium acknowledges that it is not being appointed as an exclusive Consortium for any of the Services and the GDC may at any time perform any part of the Services itself or procure them from a third party.

## **3. Commencement and duration**

- 3.1 The Contract shall take effect on the Commencement Date and shall continue for the Term.
- 3.2 If the GDC wishes to extend the Contract beyond the expiry of the Initial Term, it shall give the Consortium written notice of such intention at least three months prior to the expiry of the Initial Term. If the Consortium agrees, the Contract shall be extended by two years on terms and conditions to be agreed between the Parties but which shall, so far as possible, be the same as those in this Contract amended only to reflect the Parties' experience in operating the Contract during the Initial Term and any relevant external changes.
- 3.3 If the GDC does not wish to extend the Contract beyond the Initial Term, the Contract shall expire on the expiry of the Initial Term. After such expiry, the Consortium shall be obliged to provide reasonable assistance with enquiries which may arise in relation to Services undertaken during the Term.
- 3.4 If the Contract is not extended by agreement beyond the Initial Term, the Consortium shall include in its final invoice (in accordance with Clause 9) a claim for the then unpaid 40% of the Set Up Costs.

## **4. The Services**

- 4.1 The Consortium warrants that the provision of any Services shall be completed:
- 4.1.1 in accordance with the Dentists Act 1984 and any amendments or replacement legislation in force from time to time;
  - 4.1.2 in accordance with the Services Schedule and any other terms agreed between the parties using the Change Control Procedure;
  - 4.1.3 in accordance with all applicable legal requirements including, but not limited to, the Modern Slavery Act 2015 and the Human Rights Act 1998;
  - 4.1.4 in accordance with Best Industry Practice;
  - 4.1.5 in accordance with all of the GDC's policies and guidance, which have been provided to the Consortium prior to performance;
  - 4.1.6 by appropriately skilled, experienced and qualified personnel;
  - 4.1.7 to all standards of performance specified in the Contract or any related contract; and

4.1.8 fit for any purpose made known to the Consortium expressly or by implication and in this respect the GDC relies on the Consortium's skill and judgement.

4.2 The GDC shall have power to reject any Services which do not comply with clause 4.1. The GDC's rights under the Contract are in addition to the statutory rights in favour of it under the Supply of Goods and Services Act 1982.

4.3 Any requirement for a Change shall be subject to the Change Control Procedure, as set out in Schedule 2.

4.4 At any time prior to performance of the Services, the GDC shall have the right to test the Services and review the proposed examination Materials. The GDC and Consortium agree that there will be no pilot examination but the GDC has the right to review examination Materials before each diet of the examination (by way of external examiner review) and after the examination (in CEE analysis and review of the Material's performance in the examination).

4.5 If the results of such testing cause the GDC to be of the opinion that the Services do not conform or are unlikely to conform with the Contract or to any Services Schedules supplied or advised by the GDC to the Consortium, the GDC shall inform the Consortium and the Consortium shall immediately take such action as is necessary to ensure conformity. In addition the GDC shall have the right to require and witness further testing.

## **5. Time**

5.1 Times for performance of the Services shall be of the essence of the Contract.

## **6. Service Levels**

6.1 The Consortium shall ensure that the Services meet or exceed the Service Levels.

6.2 The Consortium shall ensure that, at all times, its maintenance and operating procedures are sufficient to ensure that the Services are provided in accordance with the Service Levels.

6.3 If there is a Service Failure or if the Consortium believes that there will be a Service Failure, the Consortium shall:

6.3.1 notify the GDC immediately of the Service Failure or likely Service Failure;

6.3.2 provide the GDC with a process for resolving the Service Failure (if such Service Failure can, in the reasonably opinion of the GDC, be resolved) or likely Service Failure at its own cost (the "Remediation Plan");

6.3.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and

6.3.4 carry out the actions identified in the Remediation Plan in accordance with its terms.

## **7. Price of Services**

7.1 All prices agreed for the Services shall include the Set Up Costs and other costs of all necessary works and processes required to ensure compliance with the terms of the Contract.

7.2 The prices agreed by the parties in the Pricing Schedule shall be considered fixed for the Initial Term unless expressly agreed otherwise by way of a Change.

7.3 If the Contract continues beyond the Initial Term in accordance with clause 3.2 the parties will agree the prices using the Change Control Procedure.

## **8. Payment**

- 8.1 In consideration of the provision of Services by the Consortium in accordance with the Contract the GDC shall pay the Consortium the Agreed Price.
- 8.2 A portion of the Set Up Costs will be invoiced annually, the intention being that the Consortium will recover the Set Up Costs over the Term (including any extended term agreed by Clause 3.2). If the Contract is terminated early for any reason other than breach (including early termination under Clause 35.1), or if the GDC decides to pursue its rights under Clause 2.4, the Consortium shall be entitled to invoice GDC for any Set Up Costs which remain unrecovered at the date of termination.
- 8.3 Invoices shall be submitted to the GDC on such dates and at such intervals as set out in the Contract or as otherwise agreed between the GDC and the Consortium. Each invoice shall contain the GDC's official purchase order number, a detailed breakdown of the Services and the applicable prices or rates and shall be supported by any other documentation required by the GDC to substantiate the invoice.
- 8.4 Unless otherwise agreed to in writing, the GDC shall pay all undisputed invoices within 30 days of receipt of the invoice and any other documentation required by the GDC.

## **9. Final Payment**

- 9.1 A final invoice shall be submitted to the GDC within 6 weeks of performance of the final Services (or of termination of the Contract if that is earlier). The GDC will then confirm in writing whether the Services have been performed to the satisfaction of the GDC (if such be the case) and accordingly approve final payment.

## **10. Notices**

- 10.1 Any notice or other communication which either party is required by the Contract to serve on the other party shall be sufficiently served if sent to the other party at its address as specified in the Contract either by:
- (a) hand;
  - (b) registered or first class post or special or recorded delivery; or
  - (c) fax or electronic mail with transmission confirmed.
- 10.2 Notices are deemed to have been served as follows:
- (a) if delivered by hand: on the day when they are actually received,
  - (b) if sent by post, special or recorded delivery: two Working Days after posting,
  - (c) if sent by fax or electronic mail: on the day of transmission if transmitted before 16.00 hours on the working day, but otherwise 09.00 hours on the following working day, provided in each case that the required confirmation is sent.

## **11. Conflicts**

The Consortium shall take appropriate steps to ensure that neither the Consortium nor any employee or sub Contractor is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the GDC under the provisions of the Contract. The Consortium will, where aware, disclose to the GDC any such conflict of interest and provided it does not cause a breach of confidentiality, particulars of such conflict.

## **12. Consortium**

- 12.1 The Consortium shall provide the Services and deliver any deliverables set out in the Contract to the GDC for the Term, in accordance with the Contract and shall allocate sufficient resources to enable it to comply with this obligation.

12.2 The Consortium shall meet any performance timetable set out in the Contract or as otherwise agreed between the parties.

### **13. Subcontracting**

13.1 The Consortium shall not assign the Contract or any of its rights or obligations under the Contract without first having received the written approval of GDC, which shall not be unreasonably withheld.

13.2 The Consortium shall not sub-contract the whole or any part of the Contract without first obtaining the written permission of the GDC.

13.3 The Consortium shall remain responsible for the acts, defaults and omissions of its sub Contractors as if they were its own. Any consent given under this clause 13 shall not relieve the Consortium of any of its obligations under the Contract.

### **14. Anti- Bribery, Conflict & Prevention of Corruption**

14.1 The Consortium shall take appropriate steps to ensure that neither the Consortium nor any employee or sub Contractor is placed in a position where there is or may be an actual conflict or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the GDC under the provisions of the Contract. The Consortium will, where aware, disclose to the GDC any such conflict of interest and provided it does not cause a breach of confidentiality, the particulars of such conflict.

14.2 Each party shall:

14.2.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");

14.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

14.3 The Consortium shall not:

14.3.1 offer or agree to give any person working for or engaged by GDC any gift or other consideration which could act as an inducement or a reward for any act or failure to act connected to this agreement, or any other agreement between the Consortium and GDC or any Crown Body, including its award to the Consortium and any of the rights and obligations contained within it; nor

14.3.2 enter into this agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by GDC by or for the Consortium, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to GDC before execution of this agreement.

14.4 If the Consortium (including any Consortium employee, Sub Contractor or agent, in all cases whether or not acting with the Consortium's knowledge) breaches this clause 14 the GDC may terminate this agreement by written notice with immediate effect.

14.5 Any termination under clause 14.4 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues, to the GDC.

14.6 Notwithstanding clause 34 any dispute relating to:

14.6.1 the interpretation of clauses 14.2 to 14.5 inclusive; or

14.6.2 the amount or value of any gift, consideration or commission, shall be determined by GDC and the decision shall be final and conclusive.

### **15. Right of Audit**

- 15.1 The Consortium shall keep secure and maintain until six years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the Services, all Examination Records, all expenditure reimbursed by the GDC and all payments made by the GDC.
- 15.2 The Consortium shall grant to the GDC, or its authorised agents, such access to the premises where the Services are being conducted and to the Examination Records as it may reasonably require in connection with the Contract.
- 15.3 The GDC shall provide at least 3 Working Days' notice of its intention to conduct an audit unless such audit is conducted in respect of suspected fraud, in which event no notice need be given.
- 15.4 The parties agree that they shall bear their own respective costs and expenses incurred in respect of complaints with their obligations under this clause 15, unless the audit identifies a material default (defined by a 5% variance as between the parties) by the Consortium in which case the Consortium shall reimburse the GDC for all of the GDC's reasonable costs incurred in the course of the audit.

## **16. Equality & Diversity**

- 16.1 The Consortium shall not unlawfully discriminate within the meaning and scope of any law or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment. The Consortium shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Consortium and all Contractors and sub-Consortiums employed in performance of the Contract.

## **17. Environment & Sustainability**

- 17.1 The Consortium warrants that it has investigated and where appropriate used alternative products, where such products exist, which are free from harmful toxins, chemicals or gases, and which are manufactured from recycled material, or which are in any case proven to be less detrimental to the environment.
- 17.2 The Consortium agrees to provide Services which accord with any GDC policy on the environment.

## **18. Health & Safety**

- 18.1 Where the Consortium has been supplied with a copy of the GDC's rules regarding health and safety, it agrees to comply with these rules and with any additional rules made known to the Consortium from time to time by the GDC together with all applicable statutory rules and regulations regarding these matters. The Consortium will be responsible for ensuring that its personnel comply with these rules and regulations.
- 18.2 Either party shall notify the other as soon as practicable of any health and safety hazards at the GDC's premises of which it becomes aware. Any such notification shall embrace the requirements of Section 6 Health & Safety at Work Act 1974. Any breach of this provision shall constitute a material breach of the Contract. The Consortium will draw these hazards to the attention of its personnel and will instruct those persons in connection with any necessary associated safety measures.
- 18.3 The Consortium shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the GDC on request.

## **19. Value Added Tax**

- 19.1 The GDC enters into this agreement with the Consortium on the express understanding that the Consortium organisations are not liable to pay Value Added Tax for the provision of examination services. Should that position change, the responsibility to liaise with the relevant tax authorities and make payment for any VAT liability shall

rest with the Consortium organisations. The Consortium shall not be entitled to charge the GDC for any payment the Consortium organisations are required to make to the tax authorities for VAT in connection with its performance under this contract.

## **20. Data Protection and Freedom of Information**

- 20.1 With respect to the parties' rights and obligations under the Contract, the parties agree that GDC is the Data Controller and that the Consortium is the Data Processor.
- 20.2 The Consortium shall:
- 20.2.1 process the Personal Data only on behalf of the GDC (or, if so directed by the GDC, other members of the GDC's Group), only for the purposes of performing the Contract and only in accordance with instructions contained in the Contract or received from the GDC from time to time;
  - 20.2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the GDC or otherwise required by law;
  - 20.2.3 at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 and, in so doing, provide a written description of the technical and organisational methods employed by the Consortium for processing Personal Data (within the timescales required by the GDC) and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
  - 20.2.4 take reasonable steps to ensure the reliability of any of the Consortium's personnel who have access to the Personal Data;
  - 20.2.5 obtain prior written consent from the GDC before transferring the Personal Data to any sub Contractors in connection with the provision of the Services;
  - 20.2.6 ensure that only those of the Consortium's personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of the Contract and all of the Consortium's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 20;
  - 20.2.7 not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by the GDC or otherwise required by law;
  - 20.2.8 notify the GDC (within five Working Days) if it receives:
    - (a) a request from a Data Subject to have access to that person's Personal Data; or
    - (b) a complaint or request relating to the GDC's obligations under the Data Protection Legislation; or
    - (c) any other communication relating directly or indirectly to the processing of any Personal Data in connection with the Contract;
  - 20.2.9 provide the GDC with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:
    - (a) providing the GDC with full details of the complaint or request;
    - (b) assisting the GDC to comply with a data access request within the relevant timescales set out in the Data Protection Legislation but strictly in accordance with the GDC's instructions;
    - (c) providing the GDC with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales required by the GDC; and
    - (d) providing the GDC with any other information relating to the obligations set out in this clause reasonably requested by the GDC;
  - 20.2.10 permit the GDC or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Consortium's data processing activities and those of its agents, subsidiaries and sub Contractors and comply with all reasonable requests or directions by the GDC to enable the GDC to verify and procure that the Consortium is in full compliance with its obligations under the Contract; and
  - 20.2.11 if Personal Data originating in the European Economic Area is transferred outside the European Economic Area to comply with:

- (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - (b) any reasonable instructions notified to it by the GDC.
- 20.3 GDC acknowledges that the Consortium is reliant on the GDC alone for direction as to the extent the Consortium is entitled to use and process the Personal Data. Consequently, the GDC shall indemnify the Consortium against liability in circumstances where a Data Subject makes a claim or complaint with regards to the Consortium's actions to the extent that such actions directly result from written instructions received from the GDC.
- 20.4 The parties shall, and the Consortium shall procure that any sub Contractor shall, comply at all times with the Data Protection Legislation and shall not perform their obligations under the Contract in such a way as to cause either party to breach any of its obligations under the Data Protection Legislation. The Consortium shall immediately notify the GDC in the event that it becomes aware of any breach of the Data Protection Legislation by the Consortium or any sub Contractor in connection with the Contract.
- 20.5 The Consortium shall, at all times during and after the Term, indemnify the GDC and keep the GDC indemnified against any loss or damage which is reasonably foreseeable in respect of any breach by the Consortium of its obligations under this Clause 20, or which is awarded against or agreed to be paid by GDC for breach of any Data Protection Legislation except and to the extent that such liabilities have resulted directly from the GDC's instructions. The Consortium's indemnity under this Clause 20.5 shall include any legal costs or other expenses reasonably and properly incurred in relation to any liability under this Clause.
- 20.6 The Consortium acknowledges that the GDC is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the GDC (at the GDC's expense) to enable the GDC to comply with Information disclosure requirements.
- 20.7 The Consortium and any sub Contractors shall:
- 20.7.1 transfer any Request for Information to the GDC as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
  - 20.7.2 provide the GDC (at a charge of £25 per hour up to a maximum of £450 or any increased maximum agreed by the ICO, at which point no further provision need be made other than by agreement between the Parties) with a copy of all Information in its possession or power in the form that the GDC reasonably requires within five Working Days (or such other period as the GDC may specify) of the GDC requesting that Information; and
  - 20.7.3 provide all necessary assistance as reasonably requested by the GDC to enable the GDC to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.
- 20.8 GDC shall be responsible for determining whether the Information:-
- (a) is exempt from disclosure under the FOIA and the Environmental Information Regulations; or
  - (b) is to be disclosed in response to a Request for Information.
- 20.9 The Consortium shall not respond directly to a Request for Information unless expressly authorised to do so by the GDC.
- 20.10 The Consortium acknowledges that the GDC may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the FOIA (or any successor document), be obliged under the FOIA, or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Consortium; or
  - (b) following consultation with the Consortium and having taken its views into account.
- 20.11 The Consortium shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure for a period not exceeding 6 years and shall permit the GDC to inspect such records on reasonable advance notice as requested from time to time.

20.12 The Consortium acknowledges that any information provided by it identifying any trade secret, commercially sensitive or confidential information relating to the Consortium or any of its sub Contractors are of indicative value only and that the GDC may nevertheless be obliged to disclose confidential information in order to satisfy a Request for Information. If the GDC proposes to disclose any Information falling within this sub clause and the disclosure of which could prejudice the Consortium's or its sub Contractors' commercial interests, the GDC shall inform the Consortium and allow it to make any representations or take any steps reasonably necessary to protect its or its sub Contractors' interests in that Information. The GDC shall not however be prevented from complying with its obligations under FOIA or the Environmental Information Regulations.

## **21. Confidentiality**

21.1 The contents of the Contract and all information and materials of each party relating to the Contract, the delivery of the Services or their respective business affairs shall not be disclosed to any third party other than a party's professional advisers or as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to this Contract or which is already public knowledge or becomes so subsequently (other than as a result of a breach of any duty of confidentiality). The obligations of confidentiality under this clause shall survive any termination of this Contract.

## **22. Monitoring of Contract**

22.1 Before the Commencement Date the parties will agree the arrangements required for the purpose of monitoring the performance of the Consortium of its obligations under the Contract. If no agreement is reached the GDC will specify such arrangements addressing in particular those matters detailed in clause 0.

22.2 Such arrangements may include (without limitation):

- (a) regular meetings at working level and director level to obtain clear understanding of scope of work, performance, timetables, deadlines, timing of reports etc.;
- (b) security (and availability for inspection) of all relevant documentation; and
- (c) the delivery of such written management reports in such format as the GDC may reasonably require and, if appropriate, time sheets as may reasonably be required.

## **23. Performance**

23.1 Where a complaint is received about the standard of Services or the manner in which any Services have been supplied or the procedures used or any other matter connected with the performance of the Consortium's obligations under the Contract, then the GDC shall notify the Consortium, and where considered appropriate by the GDC, investigate the complaint. The GDC may, having taken into account any representation or evidence from the Consortium, without further reference to the Consortium, uphold the complaint and take further action in accordance with clauses 35 and 36.

23.2 Without prejudice to its right under clause 34(Recovery of Sums Due), where the Consortium fails or is unable to perform the Services as per the Contract, the GDC may charge the Consortium for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the GDC or a third party whether or not such costs exceed the payment which would otherwise have been payable to the Consortium for such part of the Services, and provided that the GDC uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

23.3 If the Consortium fails to supply any of the Services in accordance with the Contract and such failure is capable of remedy, then the GDC may instruct the Consortium to remedy the failure and the Consortium may at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the GDC may direct.

23.4 The GDC may terminate the Contract with immediate effect by notice in writing if the Consortium:

- a) fails to comply with clause 23.3 and the failure is materially adverse to the interests of the GDC or prevents the GDC from discharging a statutory duty; or,
- b) persistently fails to comply with clause 23.3.

## **24. Change Control**

24.1 Any requirement for a Change shall be subject to the Change Control Procedure as set out in Schedule 2.

## **25. Liabilities & Indemnities**

25.1 Nothing in the Contract shall operate to exclude or limit either party's liability for:

- 25.1.1 death or personal injury caused by its the negligence or that of its employees, agents or sub Contractors (or agents or employees of its sub Contractors agents); or
- 25.1.2 fraud, fraudulent misrepresentation or deceit; or
- 25.1.3 any other liability which cannot be excluded or limited under an applicable law.

25.2 Subject to the financial limit in clause 25.3 the Consortium agrees to indemnify and shall hold the GDC harmless from all claims and against all liabilities, costs, expenses, damages and losses which reasonably and foreseeably arise from:

- 25.2.1 any breach by the Consortium of the warranties contained in these terms and conditions;
- 25.2.2 the Consortium's negligence or breach of statutory duty;
- 25.2.3 any misrepresentation (including fraudulent misrepresentation) made by the Consortium;
- 25.2.4 any claim made against the GDC by a third party arising out of or in connection with the provision of the Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Consortium, its employees, agents or sub Contractors. The Consortium's liability shall extend to interest and legal or other reasonable professional costs and expenses incurred by the GDC but shall not extend to any indirect, consequential or economic loss or damage, loss of profit or loss of reputation.

25.3 The Consortium's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with the Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall not exceed £5,000,000 or twice the amount paid or payable by the GDC under the Contract in the 12 months preceding the date on which such default occurred, whichever is greater.

25.4 If any third party makes a claim, or notifies an intention to make a claim against the GDC which may reasonably be considered likely to give rise to a liability under one of the indemnities given to the GDC by the Consortium the GDC shall:

- (a) as soon as reasonably practicable, give written notice of the claim to the Consortium, specifying the nature of the claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Consortium (such consent not to be unreasonably withheld or delayed);
- (c) give the Consortium and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the authority, so as to enable the Consortium and its professional advisers to examine them and to take copies (at the Consortium's expense) for the purpose of assessing the claim.

25.5 The total aggregate liability of the GDC shall in no event exceed the amount paid or payable under the Contract by the GDC for the 12 months preceding the date on which the default occurred.

25.6 The GDC will not be liable to the Consortium for any indirect, special or consequential loss or damage; any loss of profits; any loss of turnover, business opportunities or damage to goodwill (whether direct or indirect) or ex gratia payments of any kind.

## **26. Insurance**

- 26.1 For the Term and for a period of at least three months after the Term the Consortium shall maintain in force with a reputable insurance company or companies a policy or policies of insurance providing an adequate level of cover in respect of all liabilities which may be incurred by the Consortium arising out of the Contract.
- 26.2 Without prejudice to the generality of clause 25 the Consortium shall maintain in force the following specific insurance policies with reputable insurance companies:
- 26.2.1 employers' liability insurance with a limit of at least £5 million per claim;
  - 26.2.2 public liability insurance with a limit of at least £5 million per claim; and
  - 26.2.3 professional indemnity insurance with a limit of at least £5 million per claim.
- 26.3 On the GDC's written request the Consortium shall promptly provide the GDC with copies of the policy certificates, renewal receipts and details of the cover provided in respect of the insurance policies referred to in clause 25.2.
- 26.4 The Consortium shall ensure that any of its consultants, agents or sub Consortiums also maintains adequate insurance having regard to their obligations under the Contract.
- 26.5 The Consortium shall notify the GDC if any insurance policy referred to in clause 26.2 is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 26.6 None of the Consortium's liabilities under the Contract shall be deemed to be released or limited by the Consortium taking out the insurance policies referred to in clause 26.2.
- 26.7 The Consortium shall, during the Term and for a period of twelve months thereafter do nothing to invalidate any insurance policy or to prejudice the GDC's entitlement thereunder.

## **27. Warranties & Representations**

- 27.1 The Consortium warrants and represents that:
- 27.1.1 it has full capacity and authority to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Consortium;
  - 27.1.2 in entering the Contract it has not committed any fraud and;
  - 27.1.3 all information contained in the Response to Tender, including information disclosed in negotiations and discussions between the parties prior to the signing of this Contract, remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the GDC prior to execution of the Contract;
  - 27.1.4 no claim is being asserted and no litigation or proceeding is presently in progress or to the best of their knowledge pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
  - 27.1.5 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - 27.1.6 no proceedings or other steps have been taken and not discharged (nor are threatened) for the winding up of the Consortium or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Consortium's assets or revenue;
  - 27.1.7 it owns valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and
  - 27.1.8 in the three years prior to the date of the Contract:
    - (A) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it;
    - (B) it has been in full compliance with all applicable securities and tax laws and regulations; and,

(C) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

27.2 Save as provided in the Contract, no representations, warranties or conditions are given or assumed by the GDC in respect of any information which is provided to the Consortium by the GDC and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

## **28. Intellectual Property**

28.1 The Consortium shall not acquire any right, title or interest in or to the GDC's Background Intellectual Property Rights, including all updates and modifications thereto.

28.2 The Consortium hereby grants to the GDC, or shall procure the direct grant to the GDC of, a non-exclusive, perpetual, worldwide, royalty free and sub-licensable licence to use the Consortium's Background Intellectual Property Rights, including all updates and modifications thereto.

28.3 The Consortium hereby assigns to the GDC, with full title guarantee, title to and all present and future rights and interest in the Works and all modifications and amendments made thereto, or shall procure that the first owner of the Works assigns them to the GDC on the same basis.

28.4 If requested to do so by the GDC, the Consortium shall, at the GDC's cost, execute all documents and do all such acts as the GDC may require to perfect the assignment under clause 28.3, or shall procure that the owner of the Works does so on the same basis.

28.5 The GDC hereby grants the Consortium a non-exclusive, perpetual, royalty-free, worldwide licence to use the Intellectual Property Rights in the Works to such extent solely as is necessary for the Consortium's Internal Business Purposes.

28.6 This clause 28 shall survive termination or expiry of the Contract.

## **29. Publicity**

29.1 Neither party shall without the written consent of the other advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

## **30. Branding**

30.1 The Consortium shall not use the GDC Brand without the prior written permission of the GDC.

30.2 The Consortium shall not do anything that brings the GDC Brand into disrepute.

30.3 The Consortium shall comply with any brand guidelines issued by the GDC from time to time and liaise with them as appropriate.

30.4 The GDC may at any time forbid further use of the GDC Brand and can request that the Consortium remedy unauthorised use.

### **31. Delay**

- 31.1 If the Consortium fails to provide the Services in accordance with the time or times stated in the Contract or any extended period as may be allowed by the GDC, the Consortium will be liable for any reasonable loss or expense which the GDC shall incur by reason of such failure and the GDC shall be entitled to deduct such damages, loss or expense from any monies which may become payable to the Consortium.

### **32. Force Majeure**

- 32.1 If either party considers a Force Majeure Event has occurred which may materially affect the performance of its obligations under the Contract then it shall immediately notify the other in writing giving full details of the Force Majeure Event.
- 32.2 Neither party shall be in default of its obligations under the Contract to the extent that it can establish that the performance of such obligations is prevented by a Force Majeure Event which arises after the date of the Contract and which was not foreseeable at the date of the Contract.
- 32.3 If a Force Majeure Event prevents a party performing its obligations under the Contract for a period less than 30 days then during that period the Contract shall be suspended. Upon the ending of the Force Majeure Event the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the Force Majeure Event as may be agreed between the parties. Notwithstanding such suspension the Consortium shall use its best endeavours to assist the GDC in the performance of the Contract.
- 32.4 If a Force Majeure Event prevents a party performing its obligations under the Contract for a period in excess of 30 days then the Contract shall be terminated at the option of the party not affected by the Force Majeure Event and, subject to clause 32.5, neither party shall be liable to the other as a result of such termination.
- 32.5 If the Contract is terminated under clause 32.4 then subject to clause 32.6 the GDC shall pay to the Consortium such reasonable sum as may be agreed between the parties in respect of costs incurred and commitments already entered into by the Consortium at the date of the Force Majeure notice, less the amount of any payments already made to the Consortium at the date of the Force Majeure notice. If the amount of such advance payments made to the Consortium exceeds the sum due to the Consortium under this sub-Clause then the Consortium shall repay the balance to the GDC.
- 32.6 If the Contract is terminated under clause 32.4 the Consortium shall transfer to the GDC the benefit of all work done by it or any sub Contractors in the performance of the Contract up to the date of the Force Majeure Notice, and if applicable it shall include the rights in any licensed and developed software and licensed firmware so far as the rights in the same have accrued to the GDC prior to the Force Majeure Notice or will do so on the payment.

### **33. Dispute Resolution**

- 33.1 For the purposes of this clause a "*Dispute*" shall mean any dispute arising out of or in connection with the Contract other than a dispute over payment of fees.
- 33.2 If a Dispute between the parties arises it shall be determined in accordance with the procedure set out in this clause.
- 33.3 The Dispute should first be referred for resolution to the relevant GDC project manager and the Consortium's relevant project manager or any other individual nominated by the GDC and/or the Consortium from time to time.
- 33.4 Should the Dispute remain unresolved within 14 days of the matter first being referred to the GDC project manager and the Consortium's project manager or other nominated individual, either party may refer the matter to the Chief Executive of the GDC and the Chief Executive of the Consortium with an instruction to attempt to

resolve the dispute by agreement within 14 days, or such other period as may be mutually agreed by the GDC and the Consortium.

- 33.5 In the absence of such agreement or resolution, the parties shall seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed the parties shall bear the costs and expenses of the mediation equally.
- 33.6 All negotiations in relation to a Dispute shall be strictly confidential and dealt with in accordance with the provisions of clause 33.

#### **34. Recovery of Sums Due**

- 34.1 If any money is recoverable from or payable by the Consortium under the Contract, without prejudice to the power to terminate under the Contract or to any other remedy available under the Contract or otherwise by law, that sum may be deducted from any sum then due, or which at any later time may become due, to the Consortium under the Contract or under any other agreement or contract with the GDC.

#### **35. Termination**

- 35.1 Without prejudice to any other right or remedy, the GDC may terminate the Contract at any time by giving the Consortium not less than three months' prior written notice.
- 35.2 The GDC may immediately terminate the Contract on written notice and shall be entitled to enter into alternative agreements with Consortiums for the Services if:
- 35.2.1 the Consortium's performance consistently falls below the levels of performance defined in the Service Level Schedule and fails to meet any of the defined levels of performance in the Service Level Schedule within 30 days of a written notice of the same by the GDC;
  - 35.2.2 the Consortium commits a material breach or persistently breaches of any of the provisions of the Contract and in the event of a breach or breaches capable of remedy fails to remedy the same within 30 days of a written notice giving full particulars of the breach or breaches;
  - 35.2.3 the Consortium materially fails to carry out the Services within the times specified in the Contract;
  - 35.2.4 the Consortium, its officers, employees, agents or Contractors by any act, omission or default which, in GDC's opinion, does anything tending to cause damage to the goodwill, standing or reputation of the GDC.
- 35.3 Either party may terminate the Contract immediately if the other party commits or suffers any one or more of the following:
- 35.3.1 the calling of any meeting of its creditors;
  - 35.3.2 the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking;
  - 35.3.3 the suspension or cessation of its business;
  - 35.3.4 any threat to suspend or cease its business;
  - 35.3.5 the making of a winding-up order;
  - 35.3.6 the convening of a meeting to pass a winding-up resolution; or
  - 35.3.7 it entering into liquidation.

#### **36. Consequences of Termination**

- 36.1 If the GDC terminates the Contract under clause 35.1 then liability by the GDC towards the Consortium and any rights or additional claims howsoever arising from the Contract as against the GDC shall cease except as set out in Clause 8.2.
- 36.2 If the GDC terminates the Contract under clause 35.2 or 35.3 it may arrange for those Services to be carried out or provided by alternative means and the Consortium will be liable for the amount by which the aggregate of the

cost of obtaining the Services in this way exceeds the amount which would have been payable to the Consortium in respect of the Services so replaced.

36.3 The end of the Contract shall not affect any right of either party that has arisen before termination.

36.4 On cessation of the Contract for any reason, the Consortium shall:

36.4.1 deliver to the GDC:

- (A) all copies of information and data provided by the GDC to the Consortium for the purpose of the Contract;
- (B) all Services Schedules, programs and other documentation comprised in the deliverables and existing at the date of termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the GDC (to the extent that they have not already done so by virtue of clause 28);
- (C) cooperate in the transfer of any property in accordance with arrangements to be notified to it by the GDC; and
- (D) cease to use the GDC Brand.

### **37. Disruption**

37.1 The Consortium shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the GDC, its employees or any other Consortium employed by the GDC.

37.2 The Consortium shall immediately inform the GDC:

37.2.1 if it is temporarily unable to meet the conditions of the Contract; and

37.2.2 of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

37.3 In the event of industrial action by the Consortium's personnel it shall seek approval to its proposals to continue to perform its obligations under the Contract.

37.4 If the Consortium's proposals referred to in clause 37.3 are in the GDC's reasonable opinion insufficient or unacceptable, then the GDC may make a reasonable counter proposal and if such counter proposal is refused by the Consortium the GDC may terminate the Contract immediately by notice in writing.

### **38. Entire Agreement**

38.1 The Contract constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous accord, understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in the Contract inducing it to enter into the Contract.

### **39. Waiver**

39.1 Any failure, delay or indulgence by either party in enforcing the provisions of the Contract shall not affect the rights of that party.

39.2 Any waiver of rights in respect of a specific breach shall operate only in respect of that breach and shall not waive any rights in respect of any other breach.

39.3 No right, power or remedy under the Contract is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

**40. Severability**

- 40.1 If one or more of the provisions of the Contract are or become to any extent invalid or unenforceable under any applicable law then the remainder of the Contract shall continue in full force and effect.
- 40.2 If this happens then both parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

**41. Third Party Rights**

- 41.1 A person who is not a party to the Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999. Where any clause of the Contract entitles any person to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999, the parties reserve the right to vary that term or any other term of the Contract without the consent of that person.

**42. Governing Law**

- 42.1 The Contract shall be governed by and construed in accordance with English Law and the parties hereby irrevocably submit to the jurisdiction of the English Courts.

**For and on behalf of the General Dental Council**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of the Consortium**

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Organisation: **The Royal College of Surgeons of England**

Organisation: **University College London  
Acting through UCL Eastman Dental School**

Date: .....

Date: .....

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Organisation: **UCL Eastman Dental Hospital**

Organisation: **Queen Mary, University of London Barts and The  
London School of Medicine and Dentistry, Institute of Dentistry**

Date: .....

Date: .....



# Schedule 1 - Data Protection

## **Organisational and Technical Measures to be adopted by the Consortium**

1. The Consortium will ensure that in respect of all the GDC Personal Data it receives from or processes on behalf of the GDC it maintains proper and appropriate security measures. This standard shall be appropriate to:
  - (a) the harm that might result from unlawful or unauthorised processing or accidental loss, damage or destruction of the GDC Personal Data;
  - (b) the nature of the GDC Personal Data.
2. In particular the Consortium shall:
  - (a) put in place and comply with a security policy which defines security needs based on a risk assessment and allocates responsibility for implementing the policy to a specific individual or department. A copy of such policy is to be provided to the GDC on request;
  - (b) ensure the hardware and software used in processing the GDC Personal Data are reliable and are protected against viruses;
  - (c) prevent unauthorised access to the GDC Personal Data;
  - (d) ensure its method of storing the GDC Personal Data is secure, including the keeping of the GDC Personal Data in secure locations and controlling access by personnel to locations where the GDC Personal Data is stored;
  - (e) have secure procedures for the transfer of the GDC Personal Data and use of data outside its premises, whether in physical form (for instance by using couriers rather than the post) or electronic form (for instance by using encryption when sending emails);
  - (f) put password protection on computer systems on which data is stored and ensure that only authorised personnel are given details of the password;
  - (g) prevent computer screens from being overlooked by unauthorised persons;
  - (h) ensure that all individuals who have access to the GDC Personal Data are reliable and are trained how to comply with the Data Protection Act 1998;
  - (i) have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific GDC Personal Data and having a proper procedure in place for investigating and remedying breaches of the GDC Personal Data protection procedures;
  - (j) have a secure procedure for backing up and storing back-ups separately from originals;
  - (k) have a secure method of disposal for back-ups, disks and print outs.

## **Schedule 2 – Change Control Procedure**

## **1. Principles**

- 1.1 Where the GDC or the Consortium ('the Parties') sees a need to change the Contract, either of the Parties may at any time request such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 2.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Parties, unless otherwise agreed in writing, continue to perform the Contract in compliance with its terms prior to such Change.
- 1.3 Any discussions which may take place between the Parties in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.
- 1.4 Any work undertaken by the Consortium and the Consortium's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 2, shall be undertaken entirely at the expense and liability of the Consortium.

## **2. Procedure**

- 2.1 The Change Control Procedure may be started by the GDC or the Consortium by either of the Parties serving a Change Request which specifies in writing:
- The proposed Change;
  - The reasons for the proposed Change;
  - How the proposer thinks the Change will affect the performance of the Services;
  - What effect the proposed Change will have on the Agreed Price; and
  - When the Change would take effect.
- 2.2 Either party may, acting reasonably and having regard to the effect on the Agreed Price of a proposed Change; require a variation in the Agreed Price as a condition of agreeing to such other Change.
- 2.3 The recipient of a Change Request shall respond in writing within 20 Working Days setting out its comments on the Change Request and any counter-proposals.
- 2.4 The Parties shall then discuss the Change Request within 10 Working Days. If they do not reach agreement, the proposer of the Change may require a meeting within a further 10 Working Days between more senior officers of the Parties. If such senior officers do not reach agreement, the Contract shall not be changed.
- 2.5 If the Parties agree to change the Contract, the Party proposing the Change shall draw up a Change Control Note which shall be signed and dated by both Parties. The Change shall come into effect on the date specified in the Change Control Note. If no date is specified, the Change shall come into effect on the date of the Change Control Note.
- 2.6 Each Change Control Note shall contain:
- (a) the title of the Change;
  - (b) the originator and date of the request or recommendation for the Change;
  - (c) the reason for the Change;
  - (d) full details of the Change, including any Services Schedules;

- (e) the effect, if any, of the Change on the Agreed Price;
- (f) a timetable for implementation;
- (g) a schedule of payments if appropriate;
- (h) details of the impact, if any, of the Change on other aspects of the Contract including:
  - (i) the timetable for the provision of the Services;
  - (ii) the personnel to be provided;
  - (iii) the documentation to be provided;
  - (iv) the training to be provided;
  - (v) working arrangements; and
  - (vi) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note, if any; and
- (j) provision for signature by the GDC and the Consortium.

2.7 A Change Control Note signed by the GDC and by the Consortium shall constitute an amendment to the Contract.

## **Schedule 3 - Services Schedule**

## Services

- The Consortium will provide the ORE Part 2 for up to 120 candidates in the first examination diet, and thereafter for up to 144 candidates per diet, with three diets per year and a fourth diet if requested by the GDC in any year from year 2 onwards.
- The Consortium will provide the ORE in the United Kingdom at suitable premises which may be agreed between the parties from time to time.
- The Consortium will carry out the Services under the direction and supervision of suitably qualified personnel of the Consortium, as determined in the reasonable opinion of the GDC.
- The Consortium will provide sufficient facilities, including suitable premises, services, material, equipment and personnel as are reasonably necessary so as to ensure that it carries out the Services in accordance with this Contract.
- The Consortium will provide the GDC with the results of each diet following the completion of each sitting of the ORE.
- The Consortium, once provided with the GDC candidate list, will be responsible for communicating the arrangements of the examination days to all the candidates. It will be the responsibility of the Consortium to communicate to the candidates any changes or updates which may affect the delivery of the examination.
- With a view of ensuring that impartiality of examiners of the ORE is preserved, the Consortium will ensure that no examiner will be appointed by the Consortium for the purpose of its delivery of the Services in the event that he or she has participated in any ORE training programme delivered to any candidate for the ORE either three months before examining, at any point whilst on the examiner list or for three months after leaving the examiner list.
- The Consortium will work with the GDC-appointed Overseas Registration Exam Advisory Group ("**OREAG**") as set out in this Contract for the examination.
- The Consortium will work with the OREAG to ensure the continuous improvement of the examination. In particular the Consortium will comply with the examination timeline, submit the required written reports after each examination, respond to Chief External Examiner recommendations, and report any changes made and statistical data relating to the performance of the examination as specified by the OREAG. From time to time, where there are clearly identified reasons, the OREAG may require the Consortium to make reasonable changes to aspects of the examination. In such circumstances the Consortium will be required to comply with such requests or explain the reason for not making a change in accordance with the Change Control Procedure.
- The Consortium will report to the OREAG Board on a periodic basis. OREAG may require the Consortium to provide clarification or assurance in relation to any matters relevant to the examination including but not limited to the outcomes to be demonstrated through assessment. The Consortium's report to the March 2017 OREAG Board is attached in Schedule 3) i).
- The Consortium will appoint, train, calibrate, and review internal examiners for the examination in accordance with the requirements of the GDC.
- The Consortium should ensure that the standard of the examination is appropriate and be able to demonstrate this to the satisfaction of OREAG.
- The Consortium will provide dedicated administrative resources necessary to run the examination on behalf of the GDC as set out in the contract.
- The Consortium will put in place quality assurance mechanisms, which will ensure that all aspects of the examination are conducted professionally and in such a way as to guarantee that appropriate standards are being applied in every component and diet to every individual entering for the examination.

- The Consortium will deal with appeals and complaints in relation to the examination
- The Consortium will provide an annual summary of responses to complaints and appeals.
- The Consortium will be responsible for policies, including but not limited to the following, which shall be subject to approval by the GDC:
  - additional needs candidates;
  - equality and diversity;
  - complaints;
  - suspected malpractice;
  - late arrivals;
  - provide information requested by the GDC as needed to enable the GDC to comply with the Data Protection Act and Freedom of Information Act;
  - data security;
  - provide the GDC with the detail of examination results that they need in order to give feedback to candidates
  - candidate identity verification; and
  - unforeseen and mitigating circumstances
- The Consortium shall provide the Services in accordance with the following general principles that underpin the ORE:-
  - i. The examination will, where applicable, comply with the GDC “Standards for Education”
  - ii. Valid and reliable assessment methods shall be employed.
  - iii. The Consortium will produce a first version of the blueprint by 1 March 2017 ready for piloting in November 2017 and January 2018. The blueprint will indicate which of the Intended Learning Outcomes it is appropriate to assess in each examination component. The Intended Learning Outcomes (ILOs) will be identical to those contained in *Preparing for Practice (PFP)*, the GDC’s Dental team learning outcomes for registration (overarching outcomes and outcomes in the “Dentists” section). It will be the responsibility of the Consortium, at each examination diet, to produce a specific blueprint for that examination diet, indicating which ILOs will be assessed in each component of the examination at the level of individual questions, stations and exercises. The Consortium should put in place a mechanism for both demonstrating and ensuring appropriate coverage of the outcomes at each examination and over a number of examinations.
  - iv. Examination tasks and questions must be aligned to outcomes.
  - v. There should be a strong emphasis on standardisation, calibration, monitoring, and training for examiners (both those conducting the practical and clinical examinations and those writing questions) and role players.
  - vi. There should be mechanisms for clear communication with the OREAG, which has responsibility for the quality assurance of the examination, and for bringing forward suggestions for quality enhancement and for academic governance.
  - vii. There must be robust standard-setting, using accepted methodologies such as Ebel, Angoff, Borderline, etc., for the entire examination. The GDC is determined that in order to pass the ORE, overseas dentists

should be able to demonstrate that his or her clinical skills and knowledge are at the minimum level required for success in the final examination of a UK BDS / BChD programme.

- viii. Monitoring of the quality of examinations set, including statistical analyses of item and component level statistics, using standard psychometric procedures, combined with transparent and robust evidence of on-going informed change and development. (The term 'item' encompasses all assessment materials, including OSCE stations, Dental Manikin tasks, Medical Emergency and Diagnosis and Treatment Planning scenarios. Where the psychometric data indicate that assessment items have not performed as intended, further analysis of the individual questions or assessed stages of each item should be used to help identify where revision would be useful.)

### **Essential GDC operational requirements for the ORE**

The following details have been agreed by the GDC and will be necessary elements in or for the examination:

#### **Purpose of assessment**

The GDC has determined that the purpose of an assessment for overseas dentists is to ensure that those who are successful in the assessment are fit for first registration in the United Kingdom. Part 2 of the ORE will assess those Intended Learning Outcomes specified in 'Preparing for Practice' and agreed between the Consortium and the GDC.

#### **Scope and level of assessment**

The GDC has determined that, for the examination, overseas dentists should be able to prove that their knowledge and clinical skills are at the minimum level required for success in a final examination of a UK BDS/BChD programme. The standard should not be set higher or lower than this.

The breadth of skills that the assessment covers should derive from *Preparing for Practice (Pfp)*, the GDC's Dental team learning outcomes for registration (overarching outcomes and outcomes in the "Dentists" section), including the Clinical, Communication, Management & Leadership, and Professionalism domains.

The emphasis should be on those who successfully complete the ORE being at the level of a safe beginner i.e. *having the clinical understanding and competence to practise without supervision, and at the same time have awareness of their limitations and the need to refer for specialist advice*. Success in Part 1 of the ORE should indicate that a candidate has demonstrated appropriate attainment across the full range of the specified outcomes. Assessment in Part 2 should build upon, and complement, that in Part 1, allowing confidence that candidates have demonstrated, through success in both parts of the examination, appropriate attainment across the full range of outcomes in 'Preparing for Practice'.

#### **Number of attempts at the examination**

Candidates will be allowed a maximum of four attempts at each Part of the examination in accordance with the regulations in force at the time. Part 2 must be passed within five years of the first attempt at Part 1. The GDC will be responsible for the processing of applicants.

#### **Role of the GDC OREAG and internal and external examiners**

The GDC OREAG undertakes additional quality assurance of the examination. The OREAG will report annually to the Executive Management Team (EMT) of the Council.

The OREAG has responsibility for:

- Quality Assurance (in partnership with the examination supplier), including:
  - Consistency of standards and outcomes
  - Scrutiny of the examination process, ensuring it remains valid and appropriate
  - Transparency and fairness

- Providing guidance on regulation and policy development.
- Reviewing and implementing suggestions for continuous improvement of the examination (Quality Enhancement).

The GDC have appointed external examiners who assist the OREAG in undertaking its quality assurance of the examination. Please refer to definitions in the ITT for the role description of external examiners.

The Consortium will be expected to appoint, train, calibrate and monitor internal examiners for the examination. Where necessary such internal examiners may need to be recruited beyond the confines of the Consortium organisation's own employees. The contract between the GDC and the Consortium will set out the expectations of the GDC in relation to the appointment, training, calibration and monitoring of internal examiners. The GDC has a strong preference that internal examiners have had recent (within two years) undergraduate examining experience and must not have been retired for longer than two years. The GDC anticipates that the Consortium will appoint an overall Lead Examiner who will take overall responsibility for academic quality control of the entire examination, as well as Component Leads with a similar role in relation to the individual components of the examination. The GDC expects the Consortium to demonstrate in detail how the overall quality of the examination will be established, monitored and maintained.

### **Security of the examination**

The GDC will require that the examination is kept secure in the following ways:

- The Question Bank and all other parts of the examination are kept physically secure;
- Ensuring that the contents of Question Banks do not enter the public domain;
- To create a plan to deal with security breaches, which will be provided to GDC when requested.
- Ensuring candidate identity of those attending the examination.

### **Security**

The Part 2 questions will be held in an electronic bank that is secure.

The GDC Exams Team will liaise with each exam centre (the Consortium members of Part 2 of the ORE) in the lead up to an exam to verify the list of candidates and the ID they will present at the start of the exam (a valid passport unless this is with the consulate). If the ORE candidate's passport is with the consulate we ask them to present with a certified copy of the passport or alternative photo ID such as a UK driving licence.

The GDC Exams Team produces a form for each candidate sitting an exam, which contains the name, GDC number and photo. This form is used as an additional ID check at the exam centre to ensure that the person presenting for the exam is the person identified on the GDC database as an ORE candidate. The candidate must provide their signature on the verification form upon arrival at the exam centre. This signature must match the signature on their presenting identification document.

### **Integrity of the Question Banks**

It is important to ensure that the questions do not enter the public domain. Both the size and the scope of the Question Bank will need to be adequate to provide several questions for each requirement in the blueprint. The Consortium will need to provide detailed information about the size of the proposed question bank in their submission and how they will regularly review, update and refresh the Question Bank.

The intellectual property of the ORE Question Bank is vested in the GDC.

### **Delivery of Part 2**

It is expected that each candidate will complete the Part 2 examination over a period of not less than three and not more than five consecutive days.

## **Format of Part 2**

Part 2 will have four components:

- Practical Exercises on a Dental Manikin
- An OSCE
- Assessments designed to test diagnosis and treatment planning.
- Examination in Medical Emergencies

These four components together will sample the full range of learning outcomes from PfP identified as appropriate for assessment in the Part 2 examination by the Consortium and the GDC.

Candidates must demonstrate satisfactory attainment across the four examination components at a single sitting in order to pass. Candidates who fail to demonstrate satisfactory attainment in the Medical Emergencies component only may re-sit this component separately on one occasion.

### **Practical Exercise on Dental Manikin**

The generic blueprint will set-out those learning outcomes to be sampled in this component.

The following will be required for this part of the examination:

- The bank of exercises available for the examination will cover the full range of clinical skills identified as appropriate for assessment in this component by the blueprint.
- Candidates will undertake a number of exercises at each diet, consistent with adequate sampling of these skills.
- The external examiners will approve the proposed exercises for each diet.
- Standardised artificial teeth and models shall be used. This will ensure consistency and fairness for candidates. The Consortium should consider the use of artificial teeth and models that will simulate a range of dental tissues and conditions; such materials must be thoroughly tested prior to their use in the examination.
- The Consortium must offer candidates an extended familiarisation period for the dental manikin assessment area for at least one hour on, or the day before, the examination day.
- The Consortium must provide reliable equipment and materials, and ensure that all candidates have a similar experience in sitting this exercise. Equipment will need to be provided for both right and left handed operators.
- Marking should be undertaken in such a way as to guarantee the application of robust and appropriate standards to each examination candidate. All examiners will have been thoroughly prepared and calibrated and subject to a continuous process of monitoring and review.

### **Objective Structured Clinical Examination (OSCE)**

The generic blueprint will set-out those learning outcomes to be sampled in this component.

The OSCE will be designed to test performance of clinical skills and will not be a test of knowledge.

The following will be required for this part of the examination:

- The GDC requires a **minimum** of fourteen assessed OSCE stations. The length of time allocated for each station will be six minutes and will include one minute of reading time.

- A recognised standard setting procedure, appropriate to an OSCE, will be employed
- Examiners should be calibrated against the expected standard and in relation to each other, and their use of these standards when marking must be monitored in such a way as to guarantee the application of robust and appropriate standards to each examination candidate. All examiners will have been thoroughly prepared and calibrated and be subject to a continuous process of monitoring and review
- The GDC expects that up to two stations (either paired or unrelated) are piloted at each diet of the OSCE. The candidates' performance in the pilot stations shall not be counted towards the overall result of the examination.
- The Consortium should take steps to limit the effect of collaboration between candidates.
- The Consortium will be requested to utilise and train professional role players to play the parts of patients.

### **Diagnosis and Treatment Planning**

The generic blueprint will set-out those learning outcomes to be sampled in this component.

This examination component should focus on simulated diagnosis and treatment planning in relation to a variety of contexts and featuring a range of clinical presentations. The simulations should encompass both the common and serious oral conditions that would likely present to, and be appropriately managed by a GDP. There should be an emphasis on the synthesis of information, from case summaries, photographs, radiographs, study models and results of clinical investigations, to enable diagnosis and the production and /or presentation of an appropriate plan for management of the patient.

This component will also utilise role players where required, not actual patients.

In order to facilitate coverage of a range of contexts and conditions an OSCE-type format would be considered appropriate. A minimum testing time testing time of 1 hour is suggested.

In addition to the above, the following will be required for this component:

- A recognised and appropriate standard setting procedure should be employed.
- Examiners should be calibrated against the expected standard and in relation to each other, and their use of these standards when marking must be monitored in such a way as to guarantee the application of robust and appropriate standards to each examination candidate. All examiners will have been thoroughly prepared and calibrated and be subject to a continuous process of monitoring and review

### **Examination in Medical Emergencies**

The generic blueprint will set-out those learning outcomes to be sampled in this component.

The focus of the component will be the practical application of knowledge and the clinical skills required for the safe and effective management of medical emergencies. Each administration of the component shall feature assessment in relation to a number of medical emergencies but shall always include the simulated performance of basic life support. A minimum testing time of 15 minutes is suggested.

In addition to the above, the following will be required for this component:

- A recognised and appropriate standard setting procedure should be employed.
- Examiners should be calibrated against the expected standard and in relation to each other, and their use of these standards when marking must be monitored in such a way as to guarantee the application of robust and appropriate

standards to each examination candidate. All examiners will have been thoroughly prepared and calibrated and be subject to a continuous process of monitoring and review

**Development and maintenance of the Question Bank** (the bank of stations, exercises, scenarios, etc, used in the Part 2 examination)

The Consortium will be expected to develop the scenarios etc., for Part 2, and may utilise those in the current Part 2 Question Bank.

The Consortium must utilise electronic marking throughout the examination and this should be linked to an electronic question bank management system. Psychometric data generated at each diet of the examination should contribute to quality assurance processes. The bank should be of adequate size, validity and currency. Stations, scenarios etc., should be labelled with a unique identifier and the Intended Learning Outcomes they assess, facilitating the production of question specific blueprints for each diet. Performance data should be updated for each station, scenario etc. after each use; performance should be monitored longitudinally and scenarios categorised accordingly (for example: “approved”, “review” or “do not use”). Data from analysis at the level of individual questions or assessed stages within each item should be available for use as an additional quality assurance measure when required.

Each diet of the Part 2 examination should consist of a combination of examination content, within and across components, that is substantially different to that in any preceding diet but with a comparable level of difficulty.

### **Standard setting**

Standard setting will be used to decide cut scores. The level of difficulty of each station/exercise/scenario will determine the overall scores required. The Consortium will need to have or obtain experience in standard setting at a level considered appropriate by the GDC.

### **Determination of a Pass**

The GDC will consider proposals for aggregation across examination components where opportunities exist to achieve triangulation and increase reliability by doing so. Such opportunities may consist of situations where similar skills are assessed in more than one component (for instance, the OSCE and the Diagnosis and Treatment Planning components) or where particular attributes are appropriately assessed in multiple contexts (for instance, *Professionalism*). The Consortium should demonstrate, as part of any proposal, an evidence-based rationale for determining which candidates should pass the examination. This determination of a pass should be approved by the GDC before use and allow broad confidence that successful candidates have demonstrated attainment across the range of outcomes assessed in Part 2.

### **Facilities for Part 2**

The Consortium will be required to have capacity and space for the number of candidates requested by the GDC for Part 2. The Consortium should be able to provide some flexibility when providing the examination. Furthermore, the Consortium should detail any contingency plans, such as; testing equipment prior to the examination.

Facilities must be suitable for an examination. The Consortium shall ensure that the temperature is at room temperature, within a temperature range suitable for the type of examination in question, and that noise levels are low.

The Consortium shall provide enough secure storage for all candidates’ belongings for the duration of the examination and shall ensure that candidates do not take their possessions, including mobile phones, into the examination rooms.

The Consortium shall provide a rest room for candidates on the day of the examination and shall make refreshments available.

### **Prevent Candidate Collusion**

The Consortium will be obligated to prevent candidate collusion. The Consortium is expected to explain how they will minimise the risks associated with candidates gaining an apparent advantage through obtaining information from others sitting examination sections before themselves.

## **Equipment**

The Consortium shall ensure that all equipment required for the examination is available and properly maintained throughout the course of the contract. Any replacement and maintenance of equipment shall be at the Consortium's expense.

Equipment shall be checked with sufficient time before every examination diet to ensure that any repair or replacement can be carried out prior to the examination.

Additionally equipment shall be checked on each day of the examination, prior to the start of the examination, to ensure it is in working order.

The Consortium must have contingency plans in place in case of equipment failure on the day of the examination. These plans must be presented to the GDC and approved by the GDC prior to the commencement of the agreement.

**Schedule 3) i) - Consortium Report to March 2017 OREAG  
Board**

**1. The provision of a generic blueprint that demonstrates which PfP outcomes the Consortium considers it WILL ASSESS in the Part 2 examination over the course of the contract**

- Attachment 1, which was provided to the GDC, indicates the outcomes that the Consortium believes it can assess in each component.
- The lead examiners will, throughout February and early March 2017, be blueprinting their materials to Preparing for Practice. Once this task is complete, it will be possible to see which outcomes are covered often and can be assessed routinely, and which outcomes are covered by fewer materials and so will be sampled less frequently.

**Current Position**

- DM: is almost complete;
- OSCEs: all the stations that are in the bank where there are no issues/queries with the GDC
- ME should not take long as there are limited Learning Outcomes
- DTP is in progress

**All ILOs for scenarios will need to be added to the Maxinity database.**

- At the end of February, lead examiners meet to select materials and produce a blueprint for all examinations in the first year of the contract.
- Once the LOs are on the database for all components, any 'holes' in the coverage can be fully identified. It will ONLY be at this time that 'WILL ASSESS' and 'WILL NOT ASSESS' can be realistically be fully established.
- Some LOs have not been covered under the old contract and have been identified, to wit: 1.11.3; 1.12.6, 1.12.7, 1.13.7. These will need special 'apparatus' developed to test them adequately and should therefore be considered a matter in progress. The basic concept of 'how to' is determined but the practical implementation is yet to be solidified into a practical test object.

GDC asks that we specify which outcomes we expect to assess routinely and which will be sampled less frequently. They say that OREAG will be particularly interested in our proposals for assessment of:

**a. Professionalism**

- Professionalism will be assessed across the whole of the examination where candidates are observed by an examiner and/or role player. These assessments will be collated exam wide from all assessments in the four components.
- Where a less than satisfactory or less than Meets Standard grade is awarded, the examiner and/or role player will have to complete a comment box describing the occurrence which led to this below standard grading.
- A flag will be generated if a candidate scores a Below Standard three times or a Well Below Standard once.
- The flag will cause this candidate's records to be brought to the attention of the Examination Board where the issue will be discussed. If the Board finds that this level of unprofessional behaviour is sufficiently severe then the candidate will be deemed to have Failed this Domain on these grounds.
- Maxexam is being developed (see below) such that a WBS score cannot be given without an explanatory comment - using the newly developed RULES.

**b. The full range of technical/operative competencies covered by PfP**

It will not be possible to cover all of the LOs in PFP in the first year of the contract as it is an extensive list. The examination materials for the first full year will be provided at the outset of the contract and will ensure as broad a curriculum coverage across the year as a whole as possible. Therefore the first year will comprise mainly of existing

tried-and-tested materials. For later years, new materials will be developed and the writing of new materials will focus on those technical/operative competencies that were difficult to cover in the initial year one. As with the undergraduate dental examinations a candidate is at risk of any aspect of the curriculum being tested in any one examination with the coverage full curriculum needing to be extend over two or three years.

The Consortium is aware of several, see above, specific ILOs which have not been included in the examination curriculum. These will be progressed as rapidly as possible and are expected to be included early into the second year of the contract.

## **2. Proposals for calibration of examiners, particularly in the OSCE**

- 1. For the OSCEs the pre-exam activity will in future take place on the day before the exam, rather than the morning of day one, in order to allow more time for a full calibration.**
- 2. Currently each station has a run-through involving the examiner due to mark that station.**
- 3. In future there will be a second examiner present, so that the marks of more than one examiner can be compared and calibrated. This is the process currently undertaken with DTP. It is therefore tried-and-tested, and known to work well, and has received many favourable comments from both internal QA and the GDC's Chief External Examiner.**
- 4. Where the OSCE examiners are not able to agree on the marking of a station, or item within a station, the lead examiner will lead a discussion, explaining the purpose of the station or item as necessary.**
- 5. In this way, the examination will not commence until all examiners are calibrated to an acceptable level.**
- 6. For the written stations, sample mark sheets will be provided (anonymised work of candidates from previous diets when the station was used). For non-written stations, example candidate(s) will be acted by other examiners.**

## **3. Proposals for ongoing quality management of stations/scenarios in all components of the examination (in other words development and extension of the existing approach to item review used in the OSCE to the other components).**

### **EXISTING PROCESSES FOR ITEM REVIEW – all components**

- 1. In the CEE pre-exam review of materials, the CEE is given access to item statistics on Maxexam and therefore has the opportunity to comment or request change if not happy with the previous performance of an item in any component.**
- 2. After the examination, when results are prepared and presented to the Exam Board, any unusual patterns are discussed. In all components, this involves looking to see if any particular items performed unusually.**
- 3. Depending upon the level of concern, the Board may recommend:**
  - Re-use but with careful monitoring of the outcome**
  - Re-use with minor revision**
  - Complete revision and (for the OSCE component) re-pilot before use as a live station.**
- 4. Where the pattern of results has prompted modification for the current examination (e.g. adjustment of the pass mark or removal of particular items from the station results) then the Board may recommend:**
  - That the change be made permanent – so for example the station/scenario be used with the new pass mark from that diet onwards.**
  - That the change be viewed as a temporary measure and an indication that the station needs to be reviewed (and, for the OSCE, possibly re-piloted).**
- 5. For the DM the exercises were confirmed at the beginning along with the exercise descriptors and guidance documents approved. Statistical data has been accumulated over the last 3 years from the Maxinity database to show through pass rates and the discrimination and difficulty indices the continued stability of the exercises in testing candidate's operative skills. This process of review will continue during the new contract.**

6. ME similarly was scrutinized at the time of the scenario and BLS development for use in the ORE. The pass cut-off score for each scenario is checked against that determined through a Borderline Regression process. Where there is a significant disparity between these values the matter is fully discussed at the Exam Board and consideration of long term statistical analysis, the pass cut of score has been adjusted. This process of review will continue during the new contract.

#### ADDITIONAL EXISTING PROCESSES FOR ITEM REVIEW – OSCE

1. For OSCE stations, there is a further process whereby stations are presented for approval.
2. Once a station has been approved, it does not require further scrutiny in CEE pre-exam reports. Those reports can instead focus upon broader issues such as the mix of stations presented for a single diet.
3. After being used in an exam, a station is brought to Exam Board for approval if (a) it has not been approved already and (b) it has been used enough times to provide a sufficient data set to be considered for approval.
4. OSCE stations thus have a status of one of the following:
  - Not approved (default)
  - Requires Review (this can mean there is need of a small change, or it can mean need of significant change and therefore re-pilot)
  - Approved.

#### FEASIBILITY OF EXTENDING THIS OSCE ITEM REVIEW PROCESS TO OTHER COMPONENTS

1. In practice, the approval process has proved laborious, and increasing the amount of approved material in the bank is taking a very long time.
2. There are three factors
  - a) The significant time it takes for the project manager to mine the data that the Board requires in order to consider a station for approval,
  - b) The length of time it takes the Board meeting to reach a decision on each station,
  - c) The stringent criteria that each station must then meet to be deemed “Approved”.
3. The number of OSCE stations eligible to be submitted for approval varies with each examination diet. Some stations may already have been approved. Others may have been used on too few occasions to generate an adequate data set. On average, possibly between 6 and 12 stations may be brought to the Board for consideration. But of those presented, only half or fewer may actually be approved.
4. For each of these stations, the following information is provided to the Exam Board:
  - Angoff Pass Mark
  - Pass Mark indicated by BR regression – both x1.5 and x2
  - Dates station has been used
  - DI on each of the dates used
  - Min, Mean and Max score on each of the dates used
  - Any internal examiner feedback on the station
  - Summary recommendation by the lead examiner
5. The GDC’s request to extend this process to all components comes rather late in the bid process. The bid costing did not include resources for this process, so it would need to proceed in a measured way with limited resourcing.
6. However, there could be a way to consider more material for approval – and so make it feasible to bring this process to all components. This might be achieved by separating the approval process from the Exam Board meetings.
7. There is much to discuss at each Exam Board meeting, and often the station approval must be deferred to allow time for other business. Thus it seems unrealistic to extend that process to three more components and continue to cover it at the Exam Board meeting.
8. However, with fewer diets per year in the new contract, there is a considerable amount of available time *after* Exam Board has met, before work begins for the next diet.
9. During this time, the Project Manager could prepare the necessary data for all for all eligible scenarios/stations used in the last diet – i.e. those not already approved, but used often enough to have a good data set.

10. This data could be sent by email to the Chief External Examiner and the relevant Lead Examiner.
11. The lead examiner and CEE could discuss by email, and notify the Project Manager of their decision.
12. The Project Manager could then record the decision and, where approval has been given, revise the status to Approved on Maxexam.
13. The detail of the data required for non-OSCE components will need discussion with Project Manager and Maxexam, as this process has so far only been tested with the OSCE scenario format. For other components, there is a need to establish (a) the data needed (b) the extent to which it is already available on Maxexam in a form accessible to the Project Manager.
14. We will continue to work with Maxinity for developments that will make the data gathering for this process much easier and quicker.

**4. Developments with Maxinity, including those for generation of results.**

- Maxexam now has the functionality to calculate end-result outcomes for each component once we have entered the appropriate data including pass marks, weightings and so on.
- This has been demonstrated as accurate with the results data for the November 2016 diet.
- These data will continue to be checked to confirm that the outcomes presented by Maxexam match exactly those from our own triangulated results sets – both the numerical total and the P/BL/F outcomes.
- Rules have now been added into the Maxexam system. This function means that the possibility of entering conflicting data will not be possible. Additionally comment boxes can be required to be completed where appropriate, for example, a comment is needed if a candidate is given a BS or WBS grade on any Professionalism item. The system can ensure that an examiner entering a score of WBS is unable to move on until a comment is also entered.

**5. A description of the new OSCE model.**

The new OSCE model differs from the existing model in the following respects:

- All preparation work such as standard setting and calibration will be done on the day before the examination rather than at the start of day one.
- Where candidate numbers require the circuit to have more stations, the current 20 stations will increase to a maximum of 24 stations. This can be achieved by a mix of extra rest and/or live stations.
- Each diet will have two pilot stations as at present. But in the new examination, the two pilots may comprise one double or paired station – see next point.
- Each circuit will include one double-length or paired station. New material will be written for this, aiming to test learning outcomes that are not easily addressed in the 5-minute OSCE station model.

**6. An assessment of the examination against *Standards for Education*.**

- Please see attachment 1, recently completed addressing this question. This attachment concerns Standard for Education.
- Currently the core group of Chair and Lead Examiners have had to devote their time to the January diet and preparation for the May diet. In due course, they aim to work on further appendices and documents, to append to the document provided here as attachment 1.

# **Attachment 1**

## Standards for Education

### Standards and requirements for providers of education and training programmes

The Standards for Education cover four areas the GDC expects providers to meet in order for training programmes to be accepted for registration. These areas are:

- Patient protection
- Quality evaluation and review
- Student assessment
- Equality and diversity

The Overseas Registration Examination (ORE) Advisory Group has identified the specific requirements below that relate to the ORE from the full Standards for Education document available on this [link](#).

Please provide appropriate details of how you would meet each requirement outlined below (Please use a separate sheet if necessary suitably referenced to this document).

### **Statement by the Consortium.**

This document was intended to be completed by Providers of a structured programme of teaching in the University sector. The under graduate students would complete a course of study with examinations internally set and assessed with external examiners from other similar UK based institutions invited to quality assure the blueprint coverage and confirm the competencies demonstrated. Progression for the students would be restricted to those satisfactorily passing each assessment stage. Supervision of students over the 5 year training course would provide long term and detailed information recorded on their clinical skills, professionalism etc. Where standards were not reached the .....

In contrast, The Consortium is contracted to run the ORE Part 2 and does not provide a programme of training for students, but rather an examination for candidates to assess their skills and competencies in dentistry. In the following therefore the words *Student* and *Programme* have been interpreted as *Candidate* and *Examination* specifically the ORE Part 2.

## Standard 1 – Protecting Patients

Providers must be aware of their duty to protect the public. Providers must ensure that patient safety is paramount and care of patients is of an appropriate standard. Any risk to the safety of patients and their care by students must be minimised

Requirements	Evidence
<p><b>1. Students must provide patient care only when they have demonstrated adequate knowledge and skills. For clinical procedures, the student should be assessed as competent in the relevant skills at the levels required in the pre-clinical environments prior to treating patients</b></p>	<p>Timetable of assessments, student sign off records, student progression statistics and reasons for not progressing, relevant policy and procedures, student portfolio, self-assessment forms, handbooks, and student evaluations and reflection</p>
<p><b>Background</b></p> <p>The ORE is an exam that overseas qualified dentists have to pass in order to register with the GDC. Registration allows dentists to practice dentistry unsupervised in the UK.</p> <p>The ORE tests the clinical skills and knowledge of dentists from outside the European Economic Area whose qualifications are not eligible for full registration with the GDC here in the UK. Candidates are expected to meet or exceed the standard of a 'just passed' UK BDS graduate.</p> <p>The exam is based on the UK dental curriculum and uses modern assessment methods to ensure a robust and consistent exam. The exam has two parts: Part 1 which is knowledge based; and Part 2 which is skills based. The latter is run by a Consortium of the Faculty of Dental Surgery of the RCS, the Eastman Dental Institute and Hospital, and <a href="#">Bart's and The London Institute of Medicine and Dentistry</a>.</p> <p>The design of the ORE Part 2 is to ensure that the candidates who satisfactorily complete the examination have the competencies and skill necessary of a safe beginner.</p> <p>The GDC publication <i>Preparing for Practice</i><sup>1</sup> describes 'the learning outcomes that an individual must be able to demonstrate in order to be registered with the GDC as a dental professional'. The learning outcomes are grouped into four Domains:</p> <ul style="list-style-type: none"> <li>• Clinical,</li> <li>• Communication,</li> <li>• Professionalism,</li> <li>• Management and Leadership.</li> </ul> <p>The Clinical domain consists of four components designs to test a candidate across a wide range of skills. The four components are:</p> <ul style="list-style-type: none"> <li>• an Objective Structured Clinical Examination (OSCE);</li> <li>• a Diagnosis and Treatment Planning Examination (DTP);</li> <li>• a set of Dental Manikin exercises (DM); and</li> <li>• a Medical Emergencies Examination (ME)</li> </ul> <p>The other three Domains will be tested across the whole of the Clinical Domain where they form an integral part of each component.</p> <p><b>Protecting Patients.</b></p> <p>The Consortium does not expect candidates to treat real patients during the ORE Part 2 examination. However where it is necessary for candidates to interact with patients their place is taken throughout the examination by role players. In the OSCEs and DTP candidates discuss treatments and treatment options with the role players; in the ME manikins are used to test CPR procedures; and in the DM manikins fitted</p>	

<sup>1</sup> [www.gdc-uk.org/Aboutus/education/Documents/Preparing%20for%20Practice%20\(revised%202015\).pdf](http://www.gdc-uk.org/Aboutus/education/Documents/Preparing%20for%20Practice%20(revised%202015).pdf)

with plastic teeth are used for candidates to complete a range of common treatments from general practice.

In all situations and at all times, the candidates are expected to treat the role players or manikins as real patients and to demonstrate their communication skills and professionalism when handling the variety of patient - dentist situations.

A candidate to Pass the ORE Part 2 must demonstrate the skills, knowledge, attitudes and behaviour described in the GDC's document Preparing for Practice and show a level of competence that is no better and no worse than that of a 'just passing' UK undergraduate completing their BDS examinations.

To Pass the examination overall a candidate must Pass all four of the learning outcome Domains, including the Professionalism Domain and the Safe Practice assessments in the DM as well as.

In summary to Pass the ORE Part 2 and to protect the patients, a candidate:

- does not work on patients during the examination;
- must show an appropriate level of Professionalism and Communication Skill;
- and demonstrate equivalent clinical skills and competencies to a UK undergraduate passing the BDS examination.

### **Timetable of Assessments.**

Between 2012 and 2017 diets or 'assessments' were timetabled *per annum* usually in January, May, July, September, November and December. Between 2015 and 2016 the December diet was removed from the timetable. Starting in May 2017 and under the new contract there will be 3 diets per annum in January, April/May and October/November with an additional diet in early September with October diet moving to late December from 2018. The dates of each diet are published on both the Consortium's<sup>2</sup> and the GDC's<sup>3</sup> websites.

The Joining Instructions<sup>4</sup> sent out by the Consortium include a timetable with the registration times and locations for the 4 components of the examination.

### **Conditions for Entry to Examinations**

In order for candidates to enter into the ORE they must apply to the GDC and must demonstrate a minimum level of Clinical Experience and English Language. Candidates who successfully passed the ORE Part 1 are eligible to sit the Part 2 examination run by the Consortium. Candidates may have 4 attempts to pass the ORE Part 2.

To sit the examination a candidate must sign up with the GDC for a particular diet and pay the appropriate fee. Once the closing date for an examination is passed, the candidate information is passed to the Exams Department of the Royal College of Surgeons where they are assigned a Consortium specific Candidate Number for that diet. This Number is used throughout the examination therefore to identify the candidate to ensure that they are anonymised to examiners, helpers and administrative staff.

### **Candidate Progression Statistics.**

To Pass the examination a candidate must at one sitting Pass the Clinical Domain and demonstrate competence in the Communication, Professionalism, Management and Leadership Domains<sup>5</sup>.

After the exam results have been published, the GDC provide to the Consortium's QA Team information on the candidates who have sat that diet as to their country of their dental qualification, success or otherwise, in previous diets. These candidate data does not include the Consortium's Candidate Number

<sup>2</sup> See Appendix 1 for a copy of the Exams Dates page from the Consortium's Website

<sup>3</sup> [www.gdc-uk.org/Dentalprofessionals/ORE/Pages/ORE-part-2.aspx](http://www.gdc-uk.org/Dentalprofessionals/ORE/Pages/ORE-part-2.aspx)

<sup>4</sup> See Appendix 2 for an example of the Joining Instructions.

<sup>5</sup> See <http://www.orepart2.org.uk/policy-docs>

and thus also anonymised. These data are analysed by the GDC to provide Pass rates<sup>6</sup> and the Consortium's QA Team<sup>7</sup>.

**Reasons for Not Progressing.**

A candidate who Fails the examination receives feedback from the GDC provided by the Consortium<sup>8</sup>. This feedback provided is specific to the candidate, but is couched in general terms to allow the candidate to identify the general areas in which their performance was not considered adequate.

**Student Evaluation / Feedback.**

Each candidates are given feedback sheets on completion of each of the four component exams. These sheets are collected and collated by the Consortium's Project Manager for analysis study and analysis by the QA Team<sup>9</sup>.

**Policies and Procedures, Handbooks & Guidance Documents.**

Copies of all Policies and Procedures are held by the Admin Team at each examination centre and also displayed on the Consortium's website<sup>10</sup>. The Policy documents are:

- Compliance with Exam Regulations'
- Dress Code,
- Mitigating Circumstances
- Complaints
- Suspected Malpractice
- Late Arrival at Centre
- Vexatious or Habitual Contacts
- Administrative Review of Results

The Consortium does not provide Handbooks but does provide a number of Guidance Documents for candidates to understand the nature and extend of the assessments they will be undertaking. These are available for downloading from the Consortium's website<sup>11</sup>:

- General Guidance
- Suggested Reading
- Some Common Mistakes
- OSCE Guidance
- DTP Guidance
- ME Guidance
- DM Guidance
- DM Exercise Descriptions
- DM Instrument List

<p><b>6. Students and those involved in the delivery of education and training must be made aware of their obligation to raise concerns if they identify any risks to patient safety and should be supported to do so</b></p>	<p>Relevant policy and procedures, communication mechanism, records of concerns raised and actions taken</p>
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**RECORDS OF CONCERN  
Suspected Malpractice**

<sup>6</sup> See <http://www.gdc-uk.org/Dentalprofessionals/ORE/Pages/ORE-results.aspx>

<sup>7</sup> See Appendix 3 for an example of the Annual pass rate etc

<sup>8</sup> See Appendix 4 for an example of the type of feedback provided by the Consortium to Failing candidates

<sup>9</sup> See Appendix 5 for an example of completed Candidate Feedback forms and the analysis they provide.

<sup>10</sup> See <http://www.orepart2.org.uk/policy-docs>

<sup>11</sup> [www.orepart2.org.uk/guidance](http://www.orepart2.org.uk/guidance)

The Consortium defines malpractice in the Policy Document on its website<sup>12</sup>: *Malpractice is deemed to be those actions and practices which threaten the integrity of the examination, and/or damage the authority of those responsible for conducting them.* The document details activities or actions which are considered under this Policy.

It is the duty and responsibility of any internal or external examiner; a QA assessor; an actor or a member of the examination and centre support staff who observes an instance of suspected malpractice to bring it to the attention of the Lead Examiner of that component of the examination as soon as practicably possible. The procedures outlined in the Policy document are then followed. The Consortium notifies the Exams Department of the GDC of the nature of the suspected Malpractice and the outcome for that candidate<sup>13</sup>. This suspected malpractice, if proven, is made part of the candidate's records with the GDC and may be considered under their consideration of Good Standing when the candidate makes an application to have their name entered onto the Dental Register.

### **Patient Safety.**

Under the new contract, the candidate will be assessed not only in the Clinical domain on their clinical skills but also in the Professional, Communication and Management & Leadership Domains in these accomplishments tested with the 4 exam components.

#### *Clinical Domain.*

In the DM component all candidates are observed by their examiners to ensure that the practice safely when completing their 3 exercises to confirm that they:

- use all appropriate cross-infection control procedure,
- adopt an appropriate operating position achievable with a real patient,
- use an appropriate finger rest,
- do not dangerously use hand instruments,
- prepare not only the correct tooth but the correct side of the tooth for that exercise,
- do not damage adjacent teeth during an exercise,
- do not record additional unnecessary radiographs,
- do not leave excess material between the teeth or beneath the gum.

These areas of safe practice are independently marked and the candidate is warned when they have breached them as the causes for concern. Repeated breaches are noted, drawn to the attention of the Lead Examiner and the EE, and recorded under the Safe Practice assessment as Below Standard (BS) or Well Below Standard (WBS). To pass the DM component a candidate must Pass both the Exercises and the Safe practice assessments. Accumulation of 3x BS grades or 1x WBS is sufficient to cause a candidate to Fail the Safe Practice section and the DM as a whole<sup>14</sup>.

In the ME candidates who are incapable of reacting appropriately to a medical emergency scenario or CPD and therefore prejudice the life of a patient, Fail this component as they cannot achieve sufficient marks to Pass. Similarly in the OSCE and the DTP poor skills and treatment planning which would be detrimental to a patient do not score highly enough to pass these components.

#### *Professionalism Domain.*

Candidates were assessed in all 4 components under the old contract but not taken into account in the candidate's overall assessment. Moving to the new contract where Professionalism is a domain on its own and the importance reflected in changes to its assessment. Firstly all examiners will need to attend a Training Day to receive instruction on what is to be covered in this domain and what would be expected a candidate's performance to be represented by ES/MS/BS/WBS grades. This information would be then reinforced by the Leads in their briefings to the IEs at the start of each day of a diet.

<sup>12</sup> [www.orepart2.org.uk/policy-docs](http://www.orepart2.org.uk/policy-docs)

<sup>13</sup> See Appendix 7 The number of suspected breaches of the Malpractice Policy their nature and penalty.

<sup>14</sup> See Appendix 8. Table of the number of Fails resulting from a Fail in Safe Practice annually.

There would be ~ 15 assessments of Professionalism as follows: 2 in the DM; 4 in the DTP, 2 in the ME and 6 or 7 in the OSCEs. Where a BS or WBS assessment were given then a note would be made in the comment box to be by the examiner to explain the nature of the sub-standard performance. As with the DM, if a candidate were to receive an aggregate of 3x BS or 1x WBS across all 15 assessment from the four clinical components these would Flag that a candidate's performance in this domain was compromised and would be brought to the Exam Board for discussion to confirm a Fail in this domain.

*Communication Skills*

These assessments would be rather more than those for Professionalism as the role players would also be included in the assessment process. Here however the role-player is a non-dental member of the public and their assessments would provide a different perspective on the candidate's Communications Skills. Training would of necessity be generic to prevent the role player becoming a specialist with intimate knowledge of dentistry rather than a member of the general public with limited such understanding. So the training would rather direct the assessment towards whether candidate delivery had their information delivered in a comprehensible way and answered the role player's questions. The Examiner's assessment would in contracts assess the accuracy of content and whether it was appropriately structured.

A similar Flag system would be adopted to that used in the ME and DTP raising a candidate's poor performance at the Exam Board.

*Management and Leadership*

This domain is assessed across the whole of the 4 clinical components where relevant testing is available. Current OSCE stations and DTP scenarios have items within their structure which relate to the management and leadership longer double stations are being piloted in the OSCEs to address assessment of this domain Individual.

**Overall Pass/Fail for the Domains**

The scores from all items across all four components will be aggregated to form an overall Domain score. The pass score will be determined, as elsewhere in the ORE, as 0.9\* MS scores for these items to this the Standard Error of Measurement (SEM) is added and subtracted to give the Pass/Borderline and Borderline/Fail cut-off scores. Candidates with a Borderline grade will be discussed at the Exam Board.

<p><b>7. Should a patient safety issue arise, appropriate action must be taken by the provider</b></p>	<p>Incident logs and records of actions taken, reporting and recording systems for serious untoward incidents, relevant policy and procedures, minutes from relevant internal meetings</p>
<p>In the ORE Part 2 'patients' are replaced by role-players or manikins. The candidate encounters with 'patients' are observed in all instances by 1 examiners in the OSCEs and 2 examiners in the, DTP &amp; ME. Examiners grade the candidates using a mark sheet identifying item by item the key stages or aspects of the skill or task they are demonstrating. Behind each item grade is a score which represents the relative importance of that item in the successful completion of the task. So where 'patient' safety would be compromised the candidate would receive very poor scores and Fail that station/scenario/section. Repeated poor performance would cause the candidate to Fail the component(s) and Fail the Domain and the examination. Severe breaches of patient care would be noted by the examiner(s) present, with a description of the event in the Comment Box present on all mark sheets. This would be reported as soon as practically possible to the Lead Examiner who in discussion with the EE would decide whether the situation was a breach of the Malpractice Policy or an incident which would be taken care of through the normal assessment process.</p>	
<p><b>8. Providers must have a student fitness to practise policy and apply as required. The content and significance of the student fitness to practise procedures must be conveyed to students and aligned to GDC</b></p>	<p>Student fitness to practise policy and procedures, method of communication, details of student fitness to practise cases</p>

**student fitness to practise guidance. Staff involved in the delivery of the programme should be familiar with the GDC Student Fitness to Practise Guidance**

See Sections 6 & 7 above

The Malpractice Policy for the Consortium is the *de facto* Fitness to Practice Policy and the candidates are only observed in and around the examination process.

To test a candidate's Professionalism within the ORE Part 2, OSCE and DTP scenarios have been developed to cover this as a part of general 'fitness to practice'.

The candidates entering the ORE examination do so from qualifying in dentistry from a dental school outside of the EU. Other than those administrators in the Exam Department of the RCS, the examiners, the administrative staff and role-player have no knowledge of any candidate's background, name or previous history including sittings of the ORE itself.

The Consortium therefore has no record on any candidate's fitness to practice other, than a breach of the Malpractice Policy during a single examination. Candidates are advised in the Consortium's General Guidance Document that they *must act in a professional manner to patients, examiners, other staff and invigilators*<sup>15</sup>. Candidates who are suspected of breaching the Consortium's Malpractice Policy<sup>16</sup> are brought before a Conduct Panel. Where a candidate is found to have breached the Malpractice Policy this is reported to the GDC together with the sanction that has been applied.

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<sup>15</sup> <http://www.orepart2.org.uk/guidance>

<sup>16</sup> <http://www.orepart2.org.uk/policy-docs>

## Standard 2 – Quality evaluation

The provider must have in place effective policy and procedures for the monitoring and review of the programme

Requirements	Evidence
<p><b>9. The provider must have a framework in place that details how it manages the quality of the programme which includes making appropriate changes to ensure the curriculum continues to map across to the latest GDC learning outcomes and adapts to changing legislation and external guidance. There must be a clear statement about where responsibility lies for this function</b></p>	<p>Relevant policy, procedures and documentation supporting quality management of the programme, review policy and timeline, use of multisource feedback including patient feedback, changes to the programme submitted to the GDC where relevant</p>
<p><b>Quality Management of Examination (Policy &amp; Procedure)</b> The general outline for the examination is dictated by the GDC in their contract with the Consortium and the necessity to test as fully as possible the learning outcomes presented in Preparing for Practice and the four domains which encompass them.</p> <p>Oversight of the examination is performed for the GDC by its ORE Advisory Group and for the Consortium's by its Management Committee consisting of the Deans, Directors and their Managers for the constituent organisations of the Consortium. The Project Manager, Hazel Johnstone: acts as Secretary to all the Consortium's Committees; has day-to-day financial and administrative responsibility for the ORE Part 2 from the Consortium's standpoint; and acts as the conduit for all correspondence between the Consortium and the GDC.</p> <p>The Lead Examiners form the Academic Committee which agrees the Policies and Procedures and has oversight of content and running of each examination. The Lead Examiners provide the detailed management of their component for each diet by selecting the scenarios and the Internal Examiners (IEs) and their pairings. An Administrative Team for each component provide support to deliver the examination. The Examination Board is made up of the Lead Examiners for the 4 component, The Lead for QA and the Chief External Examiner (CEE). The Exam Board reviews the results and associated psychometric data, complaints and requests for special consideration. The Lead for QA and CEE report on the delivery of the examination and feedback from candidates and IEs.</p> <p><b>Review Policy</b> The Policies and Procedures are all due for review in line with each new contract. Once all changes have been made by the Consortium the documents are sent to the GDCs Exam Department of the GDC and the OREAG before they are published on the Consortium's website. Individual Policies are reviewed throughout the tenure of the contract in light of complaints or requests by candidates which fall outside there documents catchment.</p> <p><b>Mapping the ILOs to the curriculum</b> The change in curriculum from <i>TFY</i> to <i>PfP</i> as part of the new contract to run the ORE Part 2, has led the Consortium to review all the questions in its database. Each question/scenario/exercise in the examination is made up of one or more items which are graded by the examiners and the smallest unit of the assessment. In the ME, for example, a medical emergency scenario is broken down into a limited number of tasks or actions required to save a patient's life. The Consortium will, prior to the first diet, map each item onto each and every appropriate learning outcome in <i>PfP</i>. These ILOs will be entered alongside the item in the Maxinity database of questions. Annually the Leads will meet to plan the content of each diet for the year so as to maximize the coverage of the curriculum. The Maxinity software is able to provide a visual display of the</p>	

location and depth of the coverage. It is understood that it will not be possible to cover the whole of the curriculum in any single diet, but that all candidates will be 'at risk' of being tested on any aspect of the curriculum.

**Monitoring and Review of the ORE LOs.**

The selection of the scenarios, sections and exercises for each diet is made by the Lead for that component. Annually the Academic Board will meet to confirm the selection and that the blueprint coverage is as varied for each diet as possible and over time covers the whole curriculum. Some two months prior to each diet the nature of the examination is sent to the CEE for scrutiny, comment and confirmation of suitability. This scrutiny is assisted by scenarios previous performance and its psychometric data. This review process enables individual items that have not performed well and suggests how the station might receive for example by minor adjustments to the text to ensure that the candidate's fully understand the topic area being tested.

At each Exam Board those pilot OSCE stations and other new scenarios are presented for conformation of their suitability for further use. Again past performance and psychometric analysis inform the group when deciding whether these scenarios can be approved for further use or need modification and re-piloting.

These two detailed inspections of each scenario down to the item level and its learning outcome are therefore performed both before and after each use of the scenario.

**Responsibility for Quality of Programme**

The content and overall structure of the examination (Program) is embedded within the contract between the GDC and the Consortium. The Quality of the examination is the responsibility of the Consortium to deliver under the direction and oversight of the GDC's OREAG. The Consortium Leads set questions and the blueprint each diet, and under the new contract, for a year at a time. The examination details are scrutinized in detail by the CEE for the GDC to confirm the suitability of content and level of assessment. During the examination the CEE visits each exam centre to confirm the quality of delivery of the examination, and the physical arrangements for the candidates is appropriate. The exams centres are also visited by member(s) of the Consortium Team to ensure that the arrangements for the candidates is fair and appropriate and that they are not excessively stressed by the occasion. After the examinations the results are prepared and each component is scrutinized using psychometric techniques to confirm their reliability and that that the individual stations, exercises have separately performed satisfactorily. At the Exam Board to ratify the results, the psychometric data is analysed, The CEE provides External QA to the delivery of the examination and the QA Lead for the Consortium gives their Internal considerations.

**13. Programmes must be subject to rigorous internal and external quality assurance procedures**

Relevant policy and procedures, information on external review bodies e.g. QAA, Ofqual, information about external examiners and verifiers, internal verification/quality assurance reports

Please see Section 9 above.

**External Review Bodies**

However, the ORE Part 2 Examination is rigorously quality assured by an Internal QA team of experienced dental academics not otherwise involved in the examination process. The team attend the examination sites during the examination to confirm that the management of the examination is fair to all candidates. They also provide feedback forms to be completed by candidates and examiners alike. These are reviewed and relevant points are reported to Examination Board for consideration and action.

Additional to this the GDC has appointed a group of External Examiners (EE) led by a Chief External Examiner (CEE) who quality assures the examination. The EEs confirm: that the examination questions / scenarios are within the curriculum of the examination; that they are set at the right level; that they are appropriately worded; that the marking scheme reflects the competencies being tested. They respond to the CEE who documents these findings and suggested changes in his pre-examination report. During the four days of the examination one or more EE attends the examination sites for each component: to ensure that due process is followed; that the IEs are fully calibrated and standardised in their marking prior to the start of the exam; and that during the IEs are marking fairly and evenly and to the standard of a final year student completing his BDS examinations. The CEE also attends all four components of the examination to oversee its progress. Following the examination the EEs report on that part of the examination which they attended and submit this to the CEE who collates the information and writes a report to the Consortium outlining areas of good practice and areas in which changes might be made to improve the exam.

The CEE attends the meeting of the Examination Board and assists in the discussion on the examination, the Internal QA and the final outcome by way of the examination results and provides his own QA Report.

Every six months the Consortium meets with the ORE Advisory Group of the GDC. Here all aspects of the previous diets are discussed using the statistical data from the exams and the CEEs reports. The Consortium then receives a number of areas in which the OREAG feel action could be required to improve the examination process.

**Information on External Examiners**

The External Examiners are selected, appointed and trained by the GDC to quality assure the ORE Part 2 Examination. During the examination EEs attend the examination sites for each component. Here they observe the exam, and liaise with and advise the Lead Examiner when any incident occurs. After the examination they report on what they have observed to the thfor his post-exam report. The CEE attends the Examination Board.

**Internal and External QA reports**

At the Examination Board for each diet, an Internal QA report is given by the QA Lead for the Consortium and an External QA report from the CEE. These are discussed and action taken where appropriate<sup>17</sup>.

**14. External examiners must be utilised and must be familiar with the learning outcomes and their context. Providers should follow QAA guidelines on external examining where applicable**

Details of external examiners, minutes of external examination meetings, external examiner role profile

**External Examiners: details and role**

The GDC appoint all External Examiners and a Chief External examiner to Quality Assure the ORE Part 2 Examination. The GDC advertise, select and train all EEs. Prior to each diet the EE is given sight of the proposed scenario/stations/exercises and provide feedback to the CEE on their suitability and whether corrections or modifications are required before use in the examination. The EE(s) attend the exam centre where the component is to be run where they observe standardisation and calibration procedures and the general the running of the examination. During the examination the EEs are available to give advice or provide discussion with the Lead examiners around any incident that may take place. EEs also provide feedback to the CEE and the Consortium as to events which took place during the examination when a candidate makes a formal complaint of disadvantage arising from a deficiency in the provision of the examination.

<sup>17</sup> See Appendix 9 for examples of Internal and External Reports

The EEs therefore can raise concerns at a number of stages: during the review of the questions; during the standardisation and calibration of the IEs; during the examination; after the examination in their post-exam report. Any and all concerns are raised through the CEE or on the examination day directly with the Leads.

**15. Providers must consider and, where appropriate, act upon all concerns raised, or formal reports on the quality of education and assessment**

Reports received and actions taken, contracts with external review bodies

**Reports received and Actions Taken**

The Consortium receives pre- and post- examination reports on the examination from the CEE based on his own and the EEs feedback concerning the examination<sup>18</sup>. The Consortium responds to these reports and agrees to suggested changes or modifications to the exam or provides a reasoned justification why this is not possible either for this diet or for future diets.

The Consortium meets with the GDCs OREAG biannually and under the new contract annually. The Project Manager provides information on the examination results; feedback from candidates and examiners; the nature and outcome of formal complaints; data on each diets exam related results including pass rates, statistical analyses, examiner performance, Psychometric reports, along with the minutes of the Examination Board.<sup>19</sup> The OREAG discusses with the Consortium’s, their performance in providing the examination and ways this might be modified or improved<sup>20</sup>. The Consortium considers these requests and how and why they may be implemented or the reasons for not doing so.

**Contracts with External Review Bodies**

The Consortium contracts a Psychometrician to provide independent statistical analysis of the results for each diet for each component of the examination. Raw data from the Maxinity database is analysed to establish the reliability of the assessments, the candidates score, the pass cut-off scores and resultant outcomes for the examination. These data are used by the Exam Board to scrutinize each scenarios, station and exercise to confirm that its performance is satisfactory,

<sup>18</sup> See appendix 10. Examples of Pre- and Post- examination reports from the CEE

<sup>19</sup> See appendix 11. Example of Consortiums reports to the OREAG

<sup>20</sup> See Appendix 12. Example of requests for change and the Consortium’s responses.

### Standard 3 – Student assessment

Assessment must be reliable and valid. The choice of assessment method must be appropriate to demonstrate achievement of the GDC learning outcomes. Assessors must be fit to perform the assessment task

Requirements	Evidence
<p><b>16. To award the qualification, providers must be assured that students have demonstrated attainment across the full range of learning outcomes, and that they are fit to practise at the level of a safe beginner. This assurance should be underpinned by a coherent approach to aggregation and triangulation, as well as the principles of assessment referred to in these standards</b></p>	<p>Assessment strategy for the programme(s), assessment timetable, assessment records/central recording system, assessment mapping document, student portfolio, student progression policy and procedures, student progression statistics, exit strategy</p>
<p><b>Assessment coverage</b> The learning outcomes used for the ORE Part 2 are based on the GDCs document <i>Preparing for Practice</i>. Each item in each scenario/station or exercise has been scrutinised by a specialist group to decide to which intended learning outcome (ILO) or outcomes should be assigned to it. This data is then added to that item in the question bank database held by Maxinity.</p> <p>Blueprinting is performed annually. The Academic Board meets and the Leads propose the scenarios, stations or exercises for each diet of the year. From this information the coverage of each diet and the year as a whole can be visually assessed using the Maxinity software to ensure that is as broad as is possible. Duplication or omission of topic areas can be addressed by scenario replacement or modification.</p> <p>It is understood that it will not be possible to cover the whole of the curriculum in a single diet, but that all candidates will be ‘at risk’ of being tested on any aspect of the curriculum. Over a number of diets full coverage will be achieved.</p> <p><b>Standard set to that of a safe beginner.</b> The standard, or level of competency, set for the examination as a whole is that of an undergraduate who has just successfully completed his final BDS examinations. To ensure that this is achieved a large number of the Consortium’s Internal Examiners are, or have recent experience of, undergraduate teaching at this level and others are VT trainers. A Training Day for all examiners is held annually to provide information and guidance on the nature of assessment and Equality and Diversity.</p> <p>All examiners receive, prior to the start of each examination the detailed information on the scenario/station/exercises in which they are involved for that diet. Discussion is led by the component Lead on the salient features of that scenario and is followed by a discussion as to what constitutes the performance of a just-passing candidate. This is assisted by exemplar performances by role players or in the case of the DM candidate prepared artefacts. This calibration and standardisation process is observed and reports on by the EE and CEE for QA purposes.</p> <p><b>Aggregation and triangulation of assessments</b> The skills tested are wide and a variety of methods are used in their assessment across the four components of the examination. The OSCE component is suited to testing multiple core skills at its stations. The DTP tests the candidate’s ability to diagnose and plan treatment for a simulated patient with dental problem. The DM tests a candidate’s operative skills, and the ME the ability to manage a range of medical emergencies which might occur in the dental practice.</p>	

All skills are assessed by the breaking down of the core skill into its component stages to allow an overall measure of the candidate's competency to be determined. These items are graded with a score concomitant to its importance in the skill as a whole. Scores are aggregated to a total score which is compared to the pass cut off score. Statistical analysis of the reliability of the assessments is used to establish a Standard Error of Measurement for each component of the exam. In this way the Borderline candidate is identified. As this is a high stakes examination, and it is necessary to protect the public, all candidate's in the Borderline group are considered to be in the Fail group.

**Overall Pass/Fail of the ORE Part 2**

To Pass the examination a candidate must in one sitting Pass all four Domains. For the Clinical Domain the candidate must Pass all 4 components or Pass 3 components and have received a Borderline outcome for the fourth component.

**17. The provider must have in place management systems to plan, monitor and record the assessment of students throughout the programme against each of the learning outcomes**

Central recording and monitoring system, relevant policy and procedures, external examiner reports

The data on candidates sitting the ORE is held by the Consortium in an anonymized manner and is accessible only through their individual candidate number allocated for that diet only. This data is held on a database on the Maxinity server with access is limited to those who need access to set up and run the examination using a userid and password. The Project Manager and Leads have full access and limited access is given to the component administrators where needed.

A candidate is permitted to sit the examination on up to 4 occasions but their candidate number is different on each attempt. As a result the Consortium does not maintain a record of a candidate's assessment across diets. Access to each assessment grade is available for a single diet from the database using the candidate number and these data can be collated for determining the exam results and when a request is received from a candidate for an Administrative Review of the Results<sup>21</sup>.

The Consortium is therefore to collate longitudinally a candidate's progress through the many sittings of the examination or to correlate this with the assessed learning outcomes.

**18. Assessment must involve a range of methods appropriate to the learning outcomes and these should be in line with current practice and routinely monitored, quality assured and developed**

Mapping and description of assessments, assessment development framework and meetings, internal programme review process, access to assessments used on a programme

**Range of assessment methods.**

Each component of the exam addresses a different set of learning outcomes and in turn uses a different type of assessment.

The OSCE provides to the examination the advantage offered by broad sampling of a large number of skills and competencies in its circuit of 20+ stations. The DTP's advantage lies in its testing of a series of diverse but interrelated competencies. Its format provides a sequence of stages / sections which follow the planning of a patient's treatment through the initial consultation to a definitive plan of treatment. This holistic approach to a single case to has great strength in that it tests the candidate in their clinical reasoning and reflective skills that are not

<sup>21</sup> <http://www.orepart2.org.uk/policy-docs>

easily tested in an OSCE form. The DM is able to test the candidate in a wide range of clinical operative skill and simulating the dental surgery environment it provides identical exam conditions for all candidates. The ME simulates 3 medical emergencies and cardio- pulmonary resuscitation under controlled conditions to test the candidate's reactions to such emergency situations.

**Relating the learning outcome to the assessment**

The assessment methods employed by the Consortium are tailored to the learning outcome being tested by the examiner's mark sheets designed to identify specific items which represent the component tasks or skills being demonstrated. Each assessment has behind it a score which represents the relative importance of that item to the successful completion of that task or skill. To ensure accuracy of recording the assessment all grades across the examination are electronically recorded and stored in real time in a secure database off site.

**Quality Assured, monitored and developed.**

The examination is QA'd by the EEs and CEE who review and comment of the structure and wording of each scenario/station/ exercise. These form the body of the pre-examination CEE report to the Consortium. Modifications or corrections are made accordingly by the Lead Examiners. The Examination Board reviews all scenario/station/exercise psychometric data to assess their performance and items identified which may need review are noted for subsequent use. These inbuilt processes ensure that the examination is monitored and improved where appropriate.

**21. Examiners/assessors must have appropriate skills, experience and training to undertake the task of assessment, including appropriate general or specialist registration with a regulatory body**

List of assessors/examiners showing qualifications, training, experience, and registration status, relevant recruitment and appointment policy and procedures, assessor calibration and recalibration, external examiner/verifier reports

Internal Examiners respond to an advert to become examiners for the Consortium. Their application is reviewed by the Lead for each component to ensure that the applicant has the skills necessary for that component<sup>22</sup>. All examiners are on the Dental Register, some examiners may have specialist registration with the GDC but this is not a requirement for an IE. However, high on the selection requirements is for an examiner to have undergraduate teaching or vocational training experience, but gender and ethnicity will be considered to ensure diversity balance.

Before IEs are allowed to examine, they are given: a profile of the examination itself; instruction in the methods of assessment used in the ORE; and Equality and diversity training. Before these IEs can examine for the first time they are paired with an existing experienced examiner(s) and for at least one full day mark all the same candidates. The new examiners dummy data is compared with that of the experienced examiners to establish any differences in assessment and whether it is at a similar level to that commonly found. Where these assessments show a consistent difference then these potential IEs will receive further training and dummy marking at a later diet.

Prior to the start of each examination examiners are calibrated for the scenario/station for that diet. Their performance is then monitored in relation to that of co-examiner and feedback provided as to their relative performance and re-training where necessary. Examiner performance is collated diet by diet to be used inform Lead examiners.

**22. Providers must ask external examiners to report on the extent to which assessment processes are rigorous, set at the correct standard, ensure equity**

External examiners reports, records showing actions taken

<sup>22</sup> See Appendix XX Tables of Experience, age and gender of IEs

<p><b>of treatment for students and have been fairly conducted</b></p>	
<p>The CEE provides the Consortium with both pre- and post-examination reports on the stations/scenarios and their mark sheets, and that the set standard is appropriate. Furthermore these are fully discussed at the Exam Board where detailed statistical analysis is available for scrutiny.</p> <p>The examination run by the Consortium is predicated on the need to provide an examination in which each candidate has an identical experience. The Internal QA team circulate all candidates for each component a feedback form which is completed immediately on exiting the examination. The findings are reported to the Exam Board and discussed there. Additionally the CCE provides QA feedback from the EEs in relation to: the treatment of the candidates; the calibration and standard setting process; and whether the examiners have maintained that standard throughout.</p>	
<p><b>23. Assessment must be fair and undertaken against clear criteria. Standard setting must be employed for summative assessments</b></p>	<p>Relevant policy and procedures including managing bias, evidence of a range of assessors being used, standard setting procedures, arrangements for failed candidates, appeals process</p>
<p>All examiners receive annual training in Equality and Diversity, the construct of the ORE and methods of assessment and their importance.</p> <p>Each scenario/station/exercise is built up of a series of questions or items which identify the stages in the completion of that task or skill being tested. One or more of the Learning Outcomes of curriculum provided in PfP is allocated against each item. This ensures that coverage set for each diet is as wide as possible and with time encompass the whole of the blueprint.</p> <p>The performance of a candidate in completing that item is assessed against set criteria into how well it was completed. Four grades are used throughout the ORE Part 2 to record each examiners assessments, they are: Exceeds Standard, Meet Standard, Below Standard and Well Below Standard/Not Done. The criteria for each assessment is discussed in the standardisation and calibration process for all examiners at the start of the day for each component. To ensure that correct competence level represents that of a 'just passing' undergraduate, over half of the examiners of the Consortium are either current or recent teachers of undergraduates in UK dental schools.</p> <p>To reduce bias: the internal examiner pool is made as wide as possible through recruitment; the selection of examiners for a diet in a component is made to best achieve gender and ethnicity parity as possible; and most internal examiners are paired and mark independently. A review of differences in examiner marking is checked after every diet and reports presented for each component to the Examination Board for consideration. Where signification differences occur, the Leads provide a period of additional training and subsequent re-review, and the candidate's marks are reviewed to ensure that they have not been disadvantaged.</p> <p>The examination including the calibration and standardisation of examiners is are observed by the EEs and CEE on behalf of the GDC and by the Consortium's Internal QA Team.</p> <p><b>Appeals</b> A candidate may not appeal the examiners' professional assessments of their work. However a candidate may:</p> <ul style="list-style-type: none"> <li>• make a Complaint within 5 days of the completion of the examination as to a defect in the provision of the examination which they feel caused them to be disadvantaged;</li> <li>• request under FOI/DPA copies of the examiners mark sheets;</li> </ul>	

- request within 10 days of receipt of their results from the GDC, an Administrative Review of their results. This process rechecks the candidate's results to ensure that the results have been correctly recorded, transcribed, aggregated, weighted and summated. In effect a re-calculation of the marks already given and to confirm the overall outcome for the examination.

These Policies and Procedures are available from the Consortium's website<sup>23</sup>.

**24. Where appropriate, patient/peer/customer feedback should contribute to the assessment process**

Relevant policy and procedure, patient feedback forms and details of actions taken, patient / peer / customer comments, assessment records, minutes of patient forum, patient guidance/systems for giving feedback

There are no patients used in this examination however their place in the examination process is taken by role players. The role players provide assessment on each candidate's perceived ability in listening and communicating with the role player regarding their dental problem etc. The IEs similarly provide assessment, but this is directed towards the information content and professionalism of the candidate.

Candidates who Fail the ORE Part 2 are provide with generic feedback from the Consortium on the reasons why they failed each scenario/station/exercise.<sup>24</sup>

**25. Where possible, multiple samples of performance must be taken to ensure the validity and reliability of the assessment conclusion**

Relevant policy and procedures, assessment schedule and records showing continuous assessment

**Multiple Sampling**

Recording multiple samples of performance is not always possible within the confines of the ORE Part 2 where candidates are assessed in 4 components over 3 days. The structure of the examination is to present the candidate with a series of common clinical situations where individual tasks can assessed under controlled and identical conditions.

There are therefore advantages to these assessments where multiple examples of typical clinical skills can be tested across the individual components of the examination. In the OSCEs each of the stations test individual, but complementary skills; the DM has 3 operative exercises to test common general dental practice competencies; and the ME subjects the candidates to 3 different but common medical emergencies before testing competence in CPR.

In contradistinction, the DTP uses a longitudinal approach to the determination of the best treatment plan for a 'role-player' with a dental problem. This sequence requires the candidate to assimilate information, request specific tests to narrow down the source of the problem and finally present a definitive treatment plan to provide a solution to the role-player.

The examination therefore assesses a wide sample of the curriculum at each diet and over a series of diets will cover the full range of ILOs covered in *PfP*. A candidate is not tested in a single diet on the whole curriculum but rather is tested on a section of it and is therefore at risk of being tested on any part of the whole. This is standard practice in assessments of this type.

**Validity and Reliability**

<sup>23</sup> See <http://www.orepart2.org.uk/policy-docs>

<sup>24</sup> Example of candidate feedback for all components

The ORE can be seen to be valid because the content being tested is determined by the ILOs from *PfP*; and the design of the examination which uses appropriate and complimentary testing methods to assess a wide range of the skills necessary in a dentist.

**Consistency of Assessment:** In each component the examiners are provided with information about the standard which is expected of a 'just passing' candidate. For the OSCEs and ME calibration of the examiners this takes place with trained simulated candidates playing a range of abilities whilst completing the scenario. In the DM the paired IEs discuss the quality and grading of worked examples. The DTP Internal Examiners review the wording and content of the scenario and on the day of the examination discuss the relevant requirements needed for a passing candidate.

All examiners are observed during the examination by EEs and the Internal QA team to ensure that they are marking appropriately. Where there is dual marking the inter-examiner differences in the recorded grades are analysed to ensure consistency of marking. Where there appears to be discrepancies appropriate action is taken by the Lead.

**Psychometric Analysis of the Results:**

An assessment consultant prepares a report providing psychometric analysis to promote discussion at the Examination Board. This report includes the reliability of each component and items within each component, as well as routine statistical data such as minimum, mean, maximum candidate scores for each scenario and how these compare with the provisional passmarks determined by a modified Angoff method or through borderline regression.

For each component of the exam the Cronbach *alpha* coefficient is calculated. This provides a statistical measurement of the internal consistency of the exam, which is the most commonly used means of reporting its reliability.

The Standard Error of Measurement (SEM) is calculated from the Cronbach *alpha* and is a measure of the precision of the assessment method. In the ORE it is used to identify the borderline candidates (provisional passmark  $\pm 1$ SEM). In high stakes exams where patient safety is premium, it is considered best practice to prioritise protecting the patient, so all borderline candidates are considered have failed the examination on the grounds that they have not clearly demonstrated that they have reached the required standard. This practice is used in the ORE.

Individual item analysis is used to indicate each item's contribution to the overall statistical quality of the exam component (OSCE, DM, DTP or ME). For example, it can indicate whether the removal of an individual item would improve the reliability of that component. This evidence is obtained from reliability measurements where items are sequentially excluded from the calculation; item-total correlations; and item discriminant function. This data are available to the Leads and CEE to see, for example, where a poorly performing OSCE station could be poorly worded and so where it may be improved.

These data are discussed at the Examination Board and to ensure that the data forming the results are fair and to the right standard.

**26. The standard expected of students in each area to be assessed must be clear and students and staff involved in assessment must be aware of this standard**

Student and staff handbook, clear marking / assessment criteria and guidance, communication mechanism, review meetings

The standard required by each candidate is that of a 'just passing' UK undergraduate completing their final BDS exams.

Each candidate has a dental qualification from abroad and has therefore had to demonstrate most of those skills required by a UK graduate further they have to show to the GDC that they have completed over 1600 hours of personal treatment of patients in the dental chair.

To assist the candidate appreciate the skill level required, each component of the examination provides guidance documents<sup>25</sup> which describe in detail what occurs in that part of examination and what is to be tested, with example question in some. Where appropriate the desirable and undesirable features of an exercise are displayed on the Consortium's website.

Where possible examiners are recruited from current, or recent, teachers at UK undergraduate school. These IEs help considerably during discussion at the calibration and standardisation sessions held at the start of each examination day. The examiner use marks sheets which are designed to identify each step or stage in the skill or competency they are assessing. These items are weighted as to their relative importance in achieving a satisfactory outcome. Each scenario / station/ etc covers one or more of the ILOs shown in PfP so that a candidate is at risk of being tested in the ORE in any ILO. Over a series of diets the whole curriculum can be covered.

Prior to the start of each days examination the Lead examiner discusses with the IEs the content and requirements of the scenarios. Role players imitate candidates completing the scenario with different levels of competence. There follows a discussion about the standards of role players' performance and by comparison what would be expected of a 'just passing' UK undergraduate.

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<sup>25</sup> <http://www.orepart2.org.uk/guidance>

## Standard 4 – Equality and diversity

The provider must comply with equality and diversity legislation and practice.

Requirements	Evidence
<b>27. Providers must adhere to current legislation and best practice guidance relating to equality and diversity</b>	Availability and accessibility of discrimination and equality policy to students, records of complaints received and how they have been addressed
<p>The Consortium adopts the relevant E &amp; D policy of its constituent member organisation for each component of the examination.</p> <p><b>Selection of Examiners</b> New examiners are sought periodically by advert to replenish the list of active examiners. The selection process is based on the requirement of a dental qualification, an interest in teaching and assessment. All Examiners receive training in the examination process and assessments as well as E &amp; D (see below). The Consortium’s current examiners have approximately 50% with recent experience of undergraduate teaching and 40% female examiners, but this will differ slightly between components (data TBC after selection of new examiners has been completed).</p> <p>Selection for examiners for any one diet is made by each components lead or delegate. IEs are chosen to create as best possible a good gender, dental and teaching experience balance. Additionally examiners are selected so that their examining dates are spread as evenly as possible throughout the year.</p> <p><b>Examiner Training in Equality and Diversity</b> The Consortium holds annual Training Days for its Internal Examiners. Here a presentation is given on Equality and Diversity where the speaker outlines the current legislation and its importance in the area of assessment. Particular emphasis is made with regard to candidate’s sitting the ORE Part 2 and the need for the IEs to aware of introducing bias during their assessments.</p> <p>Both the EEs and the internal QA team sit in with the IEs whilst they are assessing candidates to confirm that best practice is observed and there is no bias. Where this appears to be the case the Lead examiner is informed and he also acts to observe the IEs performance. At an appropriate point the Lead examiner advises the IE of the problem of the need for a fair unbiased assessment of all candidates. Should the matter persist the IE would be replaced and required to go further E&amp;D training before being permitted to examine again. Should there be a recurrence of this unprofessional behaviour the candidate would be removed from the list of examiners and not examine again.</p> <p><b>Candidate Complaints.</b> Candidates who are concerned about the ORE Part 2 Examination may make formal complaints about the delivery of the examination that may have caused them some disadvantage. The Complaints Policy and the Procedure to be followed is shown on the Consortium’s website. A <i>pro forma</i> is provided and must be completed and sent within 5 days of the end of the exam to the Examinations Team at the RCS.</p> <p>All complaints are reviewed by the Head of Exams for the RCS who requests reports from relevant Lead Examiners and following further briefing at the Examination Board before he decides upon the outcome.<sup>26</sup> The complaint and the outcome are sent to the GDC’s Examination Team and reported to their ORE Advisory Group.</p>	

<sup>26</sup> See Appendix 6 for examples of candidate complaints and the outcome forwarded to the candidate

**28. Staff must receive training on equality and diversity, development and appraisal mechanisms will include this**

Records of staff training<sup>27</sup>

See Section 27 above for examiner training and E & D.

Appraisal of internal examiners has been raised by the OREAG and appropriate methods to do this are now under consideration by the Consortium.

The QA Lead has as part of their duties has appraisal of the Internal Examiners. The appraisal of the IEs is made by the Consortium as an ongoing arrangement to ensure that the individual IEs develop as an examiner and to give support where additional training is considered appropriate. This will be a rolling programme taking place throughout the term of the contract to run the ORE Part 2. The QA Lead will observe the IE whilst assessing candidates and will later on discuss how their perspective as to their own performance and what might assist in improving this. Advice will be given and the QA Lead will return at a subsequent diet to review with the IE once more their progress.

Additionally specific IEs may be targeted for observation and discussion as a result the Examination Board reports of the inter examiner differences. These data the identification of IEs who are in general more harsh or lenient than their counterpart examiner. . As with the routine appraisal of IEs the QA Lead will observe the IE and discuss on these occasions the rationale behind a fair and unbiased assessment and how their current performance might be adjusted to achieve this. Future and marked variation in inter examiner assessments would require a period of retraining, acting as an observer before returning to real assessment. If the appropriate level of assessment were not then achieved the IE would be removed from the examiner list.

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<sup>27</sup> Attendance records for 3x recent Training Days and the Agendas for those days. It is recognised that some staff will have received training from another source as part of their employment

## **Schedule 4- Service Level Schedule**

## **Administration of contract**

The Consortium shall name one key contact for communication with the GDC. The Consortium has appointed as its project manager and key contact Hazel Johnstone of the Faculty of Dental Surgery, the Royal College of Surgeons of England. Her contract details are: e mail – [hjohnstone@rcseng.ac.uk](mailto:hjohnstone@rcseng.ac.uk); telephone: 0207 869 6811. It is the Consortium's responsibility to disseminate and collect information internally as appropriate. The Consortium shall ensure cover arrangements are in place in case of staff absence.

The Consortium's nominated key contact will adhere to the following duties and Key Performance Indicators (KPI):

- Respond to e-mails from the GDC within two working days
- At the completion of an examination diet the key contact will provide an update to the GDC of any issues that may have occurred during the examination. This should be provided by midday of the first working day after the examination has been completed.
- The key contact will be available for contact during all days of the examination and will act as key contact for any GDC questions during any given exam day. In turn the GDC will provide out of hours contact details of key staff for any decision which require GDC collaboration.
- The key contact will nominate a deputy where they are unable to be available for contact during the examination. They will inform the GDC of the deputy 5 working days before an examination.

The Consortium shall provide an adequate number of appropriately qualified staff to prepare for and conduct the examination.

The Consortium shall organise examinations in liaison with the GDC, including:

- Provision of examination dates and requirements in line with the activity timetable as provided by the GDC.
- Appointment of the Internal Examiners, who meet the criteria set by the GDC.
- Internal Examiner Quality Assurance, Training, Calibration, Monitoring and Review.
- Provision of examination invigilators and other administrative/clerical staff supporting the examination.

The Consortium shall ensure that any examiners for the ORE have not participated in an ORE training programme delivered to candidates or potential candidates in the 3 month period prior to the commencement of this contract. Thereafter, during the contract period, no examiner shall be involved in any ORE training programme delivered to candidates or potential candidates. If an examiner knows a candidate, they must disclose this to the chief examiner prior to the sitting.

## **Examination timetable**

The examination should be held over no more than 5 consecutive days.

There should be no more than two examination components on any one day.

The Dental Manikin component shall be held on a separate day from any other component.

## **Administration of examination days**

The Consortium shall ensure that examinations sessions start and finish reasonably promptly at the correct time. The Consortium shall ensure that appropriate break and lunch time arrangements are in place.

If candidates are required to move between buildings this should be accommodated adequately within the timetable.

The Consortium shall ensure that there is an adequate number of appropriately qualified staff at the venue(s) on the day of the examination to:

- welcome candidates and direct them to rooms for registration and examination
- register candidates and verify candidates' identity

- invigilate examination rooms and break areas
- provide information and support to candidates as required
- answer candidate queries

The Consortium shall ensure cover arrangements are in place in case of staff absence. If agency staff are employed for this purpose, payment must be made by the Consortium.

5 working days before each examination date GDC will provide candidate verification forms electronically in a downloadable format, containing candidate details and photos to facilitate identification on the day of the examination. These must be signed by the relevant candidate once their identity has been verified by Consortium staff. All signed forms must be returned to GDC within 5 working days after the examination by recorded delivery.

### **Reporting**

The timeline for reporting as set by the GDC shall be adhered to. All reports shall be submitted to the GDC containing complete information in the format as required by GDC. Any changes to this format must be agreed in writing by GDC.

These reports include, but are not limited to:

- Annual written reports producing findings of yearly review of the examination
- The results of the ORE will be supplied to the Council following the completion of each sitting of the ORE, within a timeframe to be agreed between the Consortium and the GDC.
- Analyses of the candidature for each diet, such as psychometric analyses, to provide insightful background to Pass/Fail rates and the robustness of the exam.
- The Consortium will annually disclose to external or internal accountants appointed by the GDC with the agreement of the Consortium, financial details relating to the delivery by the Consortium of the Examination Services, the payments made by the Consortium to the other members of the Consortium and the costs incurred in the delivery of the Examination Services, provided that the Council gives to the Consortium 5 working days written notice in advance.

### **Results**

Examination results shall be supplied to the GDC at least 15 working days following the completion of each sitting of the ORE or within a timeframe to be agreed by the Consortium and the GDC.

Examination results shall be complete and 100 per cent accurate at all times.

Examination results shall be supplied in the format as specified by the GDC.

Results shall contain sufficient information to relay overall results to candidates (i.e. Pass/Fail overall and at section-level, and further detail as required by the GDC for the purposes of providing feedback to candidates.

Results shall be provided for each candidate overall and for each component of the diet, i.e. Medical Emergencies, Diagnosis and Treatment Planning, Dental Manikin, OSCE. Results must contain the Pass / Fail results, and the detail required by the GDC for the purposes of providing feedback to candidates.

### **Policy**

All policies, procedures and systems supporting the policies shall be implemented by the Consortium and signed off by the GDC before implementation.

The Consortium shall ensure that processes and procedures are in place so that elements of the policies can be actioned on the day of examinations where required.

Candidate policies should be published and available to candidates via a dedicated website.

Policies should be reviewed every 12 months and may require updating from time to time.

### Quality Assurance

All of the Consortium's processes and systems should be subject to a comprehensive quality assurance procedure as outlined above. This process should inform regular reports to the OREAG at quarterly intervals.

The Consortium shall also collect feedback from their appointed examiners.

Monitoring of compliance with the service level standards set out in this agreement will include external examiner reports, the use of upheld candidate complaints, candidate feedback, examination results, site visits and other monitoring processes as they are developed. In addition there may be external monitoring through the General Dental Council's Quality Assurance team and other external bodies, as appropriate.

Representatives of the GDC may visit each or any of the examination diets without notice.

### Remedies

The measurement of performance against the service levels for the provision of the examination will be carried out throughout the contract, in particular after each examination diet.

Where the Consortium fails to meet the service levels the GDC will in the first instance communicate this to the Consortium and the Consortium must respond to this communication in writing within 5 working days, setting out their explanation for the failure to comply and what measures have/ will be implemented to avoid further failures.

Where the service level failure is found to be within the Consortium's control, the GDC shall apply service credits for the service charge for the relevant examination diet affected as follows:

Description of failure	Credit as a percentage of the service charge for the examination diet
Minor service level failure affecting 1 candidate	1%
Minor service level failure affecting 2-5 candidates	5%
Service level failure affecting 6-10 candidates	10%
Service level failure affecting 11-20 candidates	20%
Service level failure affecting more than 20 candidates	1% per candidate affected
Major service level failure affecting all candidates in the diet	100%

Where a service level failure has been identified the Consortium shall provide a written close out report within 30 days of the failure, including the following information:

- A description of the failure
- The extent of the failure
- Short term measures put in place to mitigate the effects of the service level failure
- Long term preventative measures implemented after the failure

The parties acknowledge and agree that each service credit:

- is a reasonable method of price adjustment to reflect the Consortium's poor performance and/or non-performance;
- is not intended to be the GDC's full and exclusive right and remedy; and
- is not intended to be the Consortium's only obligation and liability in respect of the performance or availability of the Services, or their non-performance or non-availability.



## **Schedule 5 –Pricing Schedule**



## **Schedule 6 – Members of the Consortium**

- (1) The Royal College of Surgeons of England of 35 -43 Lincoln's Inn Fields, LONDON WC2A 3PE;
- (2) University College London (acting through the UCL Eastman Dental Institute) of 123 Gray's Inn Road, LONDON WC1X 8WD;
- (3) UCL Eastman Dental Hospital of 256 Gray's Inn Road, LONDON WC1X 8LD;
- (4) Queen Mary, University of London Barts and The London School of Medicine and Dentistry, Institute of Dentistry of Turner Street, LONDON E1 2AD.