# **VSSAcademy**

continuing dental education

AGREEMENT BETWEEN

**VSSACADEMY LTD** 

**AND** 

BHARATI VIDYAPEETH (Deemed to be)
UNIVERSITY DENTAL COLLEGE and HOSPITAL,
PUNE, 411043

This AGREEMENT is made on 20/04/2023

**BETWEEN** 

 VSSACADEMY LIMITED whose address is 1 Abacus House, Newlands Rd, Corsham, Wiltshire SN13 0BH

and

 Training Centre [BHARATI VIDYAPEETH (Deemed to be) UNIVERSITY DENTAL COLLEGE and HOSPITAL, PUNE, 411043]

#### BACKGROUND

VSSAcademy wishes to engage the Training Centre, and the Training Centre agrees to accept the engagement, to provide the Services set out in Schedule 1 on the terms and conditions of this Agreement. VSSAcademy is the Collaborative partner for University of Central Lancashire (UCLan) for delivery of their PGCert/PGDip/MSc in Clinical Implantology. The award is made by UCLan.

The Bharati Vidyapeeth (Deemed To Be) University Dental College and Hospital, Pune is a constituent unit of Bharati Vidyapeeth (Deemed To Be) University, Pune having been conferred a status u/s 3 of the UGC Act, 1956.

The Bharati Vidyapeeth Dental College and Hospital, Pune has been in existence since 1989. Apart from the undergraduate course (BDS), the institute also has post graduate degree courses (MDS) in 8 specialties and PHD.

#### IT IS HEREBY AGREED as follows:

# 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"Academic Year"

means 1st October to 30th September each year;

"Agreement"

means this Agreement, including its Schedules;

"Clinical Supervisor"

Means Dr;

"Course"

means the PGCert/PGDip/MSc programme in

Clinical Implantology;

"Course Lead"

means Dr. Fadi Barrak, VSSAcademy.

"Services"

means the services to be provided by Training Centre

out-in Schedule 1;

"Students"

means students enrolled with UCLan to undertake the

PGCert/PGDip/MSc Clinical Implantology Course;

"Training Centre Facilities" means the clinical facilities for the treatment of implantology patients.

- 1.2 In this Agreement (unless the context otherwise requires):
- 1.2.1 Construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);
- 1.2.2 Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;
- 1.2.3 The masculine includes the feminine and neuter, and the singular includes the plural (as the context shall admit or require);
- 1.2.4 The expression "person" means any individual, body corporate, unincorporated association, partnership, government or agency of a state.
- 2. TERM

- 2.1 This Agreement shall come into force on the date of its signature ("the Effective Date") and shall continue in effect until completion of the Services, unless terminated by either Party in accordance with clause 7.
  - 2.2 VSSAcademy Ltd may request at any time that this Agreement be extended for a further period to be agreed in writing between the Parties to facilitate the delivery of future cohorts of the Course Training Centre shall have the absolute discretion whether or not to consider such application for extension.

# 3. THE SERVICES

- 3.1 This Agreement is conditional upon there being a minimum of eight (8) students enrolled into the Course at 1st October each Academic Year. If this condition is not met, this Agreement shall be suspended until this condition is met and VSSAcademy Ltd will be entitled to terminate the Agreement with immediate effect by notice in writing to Training Centre.
- 3.2 Subject to the clause 3.1 will provide the service set out in Schedule 1 to this Agreement from 1<sup>st</sup> Oct 2019 to 30<sup>th</sup> September 2021
- 3.3 The Services shall be executed with care, skill and diligence to the satisfaction of VSSAcademy and UCLan and shall conform in all respects (whether express or implied) with all particulars specified in this Agreement and any agreeable written variations thereto and with all applicable legislation and regulation from time to time in force.
- 3.4 All Training Centre Facilities shall comply with VSSAcademy Ltd's requirements for clinical placements and may be subject to clinical audit. In particular, Training Centre shall comply with the QAA UK Quality Code for Higher Education in so far as this is applicable to the Services (Chapter BIO: Managing Higher Education Provision With others (can be found at: <a href="https://dera.ioe.ac.uk/19293/1/QC-general-introduction.pdf">https://dera.ioe.ac.uk/19293/1/QC-general-introduction.pdf</a>). This document is also attached in addition.
- 3.5 Unless expressly stated in this Agreement, Training Centre shall make available necessary staff, equipment, materials and other things whatsoever required for the provision of Services.
- 3.6 VSSAcademy shall provide various multi-use surgical and restorative equipment to the Training Centre for the duration of the agreement. This is on long-term loan from the sponsoring company (eg, surgical kits from Straumann ltd) and will be returned in full to VSSAcademy Ltd on completion, temporary cessation or termination of the Agreement. The

maintenance and care of this equipment is the responsibility of the Training Centre as is the replacement of lost, damaged parts or components, at cost to Training Centre. An inventory will be provided which will serve as a checklist for the provision and return of all listed equipment.

- 3.7 The Services shall be performed in accordance with this Agreement and any other documentation referred to herein. Any conditions which Training Centre may seek to impose shall be excluded and not form part of the Agreement, unless agreed in writing by VSSAcademy Ltd and vice-versa.
- 3.8 Training Centre shall declare to VSSAcademy any conflict of interest which Training Centre perceives may exist between interests of VSSAcademy Ltd and Training Centre, or any other person by whom Training Centre is engaged, and vice-versa.
- Training Centre shall be responsible for the supervision of Students, and Training Centre shall allow the Specialist Practitioners Supervisor to undertake the requisite supervisory roles and use the Training Centre Facilities during the tenure of this Agreement.

#### 4. PAYMENT

- 4.1 The amounts payable to Training Centre under this Agreement in respect of the Services ("the Fees"), and dates when sums in respect of the fees are due, are set out at Schedule 2.
- 4.2 All taxes and duties in respect of payments made by VSSAcademy Ltd to Training Centre shall (unless otherwise agreed in writing) be payable and paid by Training Centre, and Training Centre shall indemnify VSSAcademy against all payments, loss, expense or damage incurred by VSSAcademy Ltd in respect of or relating to such taxes and/or duties.

#### 5. LIABILITY AND INSURANCE

- 5.1 Save for any claim arising from the default or negligent act or omission of VSSAcademy Training Centre acknowledges that VSSAcademy shall not be liable for the acts or omissions of any Student in relation to the Services or otherwise in connection with this Agreement.
- 5.2 Training Centre shall indemnify and defend VSSAcademy in full against any and all liability claims, costs, expenses or damages incurred by VSSAcademy as a result of loss or in connection with:
- 5.2.1 the Services provided by Training Centre;

- 5.2.2 any breach of this Agreement Training Centre;
- 5.2.3 any tortious (including negligent) acts, omissions or defaults of Training Centre in connection with the provision of the Services;
- 5.2.4 training Centre's breach of any of its statutory obligations; or
- 5.2.5 any of Training Centre 's personnel asserting that he is or was an employee or worker of VSSAcademy.

# 5.3 Training Centre shall have in force:

- 5.3.1 Employer's liability insurance in accordance with any legal requirements for the time being in force; and
- 5.3.2 public liability insurance and professional indemnity insurance respectively covering all matters which are the subject of the undertakings on the part of Training Centre contained in this Agreement, including, but not limited to all indemnities or compensation obligations under this Agreement.
- 5.4 Training Centre's insurance policies shall be affected with a reputable insurance company and Training Centre shall at the request of VSSAcademy produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.
- 5.5 The provisions of this clause 5 shall survive termination of this Agreement howsoever caused.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights in any materials supplied by VSSAcademy in connection with the Services or the Course are and shall remain the property of VSSAcademy, and Training Centre may only use such intellectual property in connection with the provision of the Services. For the avoidance of doubt, Training Centre shall not copy or otherwise make available any such materials without the prior written consent of VSSAcademy or as set out in this Agreement.
- 6.2 The provisions of this clause 6 shall survive termination of this Agreement howsoever caused.

#### 7. TERMINATION

- 7.1 VSSAcademy may terminate this Agreement in any of the following circumstances:
- 7.1.1 by giving Training Centre not less than three (3) months' prior written notice;

- 7.1.2 with immediate effect by notice in writing if UCLan withdraws its validation of the Course;
- 7.1.3 with immediate effect by notice in writing if Training Centre brings VSSAcademy into disrepute; or;
- 7.1.4 in accordance with clause 3A-above;-or
- 7.1.5 in accordance with clauses 7.2 or 7.3 below.
- 7.2 Either Party may by notice served on the other terminate this Agreement with immediate effect if:
- 7.2.1 the other Party shall be in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other Party fails to remedy such breach within thirty days' service of a written notice from the Party not in breach, specifying the breach and requiring it to be remedied;
- 7.2.2 the other Party ceases to carry on business;
- 7.2.3 the other Party is dissolved.
- 8. In the event that VSSAcademy ltd's contract with the Clinical Supervisor terminates for any reason, VSSAcademy and Training Centre shall mutually agree on a way forward. Should the Parties fail to reach agreement on this issue, VSSAcademy may terminate this Agreement with immediate effect by written notice to Training Centre CONSEQUENCES OF TERMINATION
  - 8.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect after termination howsoever caused.
  - 8.2 Upon termination of this Agreement, VSSAcademy shall have no liability to make any further payments to Training Centre, other than in respect of amounts accrued before the date of termination.
  - 8.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
  - 8.4 In the event of termination for any reason, the Parties shall each use all reasonable endeavors to ensure that the provisions of this Agreement shall subsist for so long as may be necessary to allow such Students as are enrolled

- into the Course to complete their studies in full for that Academic Year, including provision for the retrieval of failure.
- 8.5 In the event of termination for any reason, Training Centre shall return all surgical equipment, which is on long term loan from Straumann Ltd (or any other sponsor) to VSSAcademy Ltd.
- 8.6 VSSAcademy shall provide an inventory of said equipment (8.5) which will serve as a checklist for the return of all listed equipment.

## 9. CONFIDENTIALITY

- 9.1 In this Agreement "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party ("Disclosing Party") to another Party ("Receiving Party") including, but not limited to, reports and financial statements, information relating to the Disclosing processes, plans or intentions, product information, operations, know how, design rights, trade secrets, market opportunities and business affairs.
- 9.2 During the term and after termination or expiry of this Agreement the Receiving Party:
- 9.2.1 shall not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
- 9.2.2 shall not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clauses 9.3 and 9.4; and
- 9.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.
- 9.3 During the term of this Agreement the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees and sub-contractors ("Recipient") to the extent that disclosure is necessary for the purposes of this Agreement.
- 9.4 Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and is under their own obligation to comply with the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 9.5 Clauses 9.2 to 9.4 do not apply to Confidential Information which:

- 9.5.1 is at the Effective Date or becomes at any time after that date publicly known other than by the Receiving Party's or Recipient's breach of this Agreement;
- 9.5.2 can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;
- 9.5.3 is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or
- 9.5.4 is required to be disclosed by law.
- 9.6 The provisions of this clause 9 shall survive termination of this Agreement howsoever caused.

#### 10. DATA PROTECTION

- 10.1 Training Centre shall not either during or after the termination of this Agreement divulge or communicate to any person or persons except to those staff of VSSAcademy Ltd whose province it is to know the same any personal data (as defined in the Data Protection Act 1998 and including, but without limitation, any sensitive personal data) relating to any living identifiable person or persons in whole or part or in any form which Training Centre may receive in connection with or for the purposes of any arrangements made by or pursuant to this Agreement (in this clause 10 "Personal Data") and shall not (save for such purposes) process, use reproduce or disclose any Personal Data unless authorized by legislation or by express written consent of VSSAcademy and on such terms as VSSAcademy may specify Training Centre and agents shall observe the provisions of this clause.
- 10.2 Training Centre shall take appropriate security measures in respect of all Personal Data in its possession or control.
- 10.3 Where Training Centre Processes Personal Data on behalf of VSSAcademy, Training Centre shall:
- 10.3.1 immediately at the request of VSSAcademy stop processing all or any Personal Data, confirm any disclosures made in relation to Personal Data are in accordance with the terms of this Agreement (and provide copies, if required) and assist VSSAcademy Ltd in responding to any enquiry by the Information Commissioner;

- 10.3.2 unless otherwise agreed in writing, only process Personal Data to the extent and in such a manner as is necessary for the provision of the Services or as is required by law;
- 10.3.3 implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- 10.3.4 promptly notify VSSAcademy if Training Centre receives a request from a Data Subject (being an individual who is the subject of Personal Data) to have access to Personal Data, or any other request or complaint relating to VSSAcade,y Ltd's obligations under the Data Protection Act, and provide full co-operation and assistance to VSSAcademy in relation to any such request or complaint; and
- 10.3.5 permit VSSAcademy Ltd or its duly authorised representative to inspect and Training Centre 's data processing activities under this Agreement and comply with all reasonable requests or directions by VSSAcademy Ltd to enable VSSAcademy Ltd to verify and/or procure that Training Centre is in compliance with its obligations under this Agreement.
- 10.4 Training Centre shall comply with all and any data protection legislation and mandatory regulations as required from time to time by law.
- 10.5 Training Centre shall indemnify VSSAcademy Ltd against all liability loss damage and expense of whatsoever nature incurred or suffered by VSSAcademy Ltd or any third party as a result of any breach of any data protection legislation, regulations, codes of practice, guidance and requirements of government or governmental agency by Training Centre (including the employees and agents of Training Centre).
- 10.6 The provisions of this clause 10 shall survive termination of this Agreement howsoever caused.
- 10.7 The Training Centre shall upon written request from VSSAcademy Ltd provide documentary evidence of compliance with The Dental Council of India regulations in force from time to time and compliance with any other regulatory requirement if reasonably requested by VSS Academy Ltd to which the Practice may be subject from time to time.

#### 11. ANTI-CORRUPTION

- 11.1 Training Centre should and shall procure that persons associated with it or other persons who-are performing the Services in connection with this Agreement shall:
  - 11.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("the Relevant Requirements"); https://www.legislation.gov.uk/ukpga/2010/23/pdfs/ukpgaen\_20100023\_en.p
  - 11.1.2 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;
  - 11.1.3 comply with VSSAcademy Ltd's Anti-Corruption and Bribery Policy as amended from time to time ("the Policy");
  - 11.1.4 not do, or omit to do, any act that will cause or lead VSSAcademy Ltd to be in breach of any of the Relevant Requirements or the Policy;
  - 11.1.5 promptly report to VSSAcademy Ltd any request or demand for any undue financial or other advantage of any kind received by Training Centre in connection with the performance of this Agreement;
  - 11.1.6 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Policy and clause 11.1.2 and will enforce them where appropriate;
  - 11.1.7 within twelve (12) months of the date of this Agreement, and annually thereafter, certify to VSSAcademy Ltd in writing signed by an officer of Training Centre, compliance with this clause 11 Training Centre and all persons associated with it or other persons who are performing the Services. Training Centre shall provide such supporting evidence of compliance as VSSAcademy Ltd may reasonably request.
- 11.2 Training Centre shall ensure that any person associated with Training Centre who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Training Centre in this clause 11 ("the Relevant Terms"). Training Centre shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to VSSAcademy Ltd for any breach by such persons of any of the Relevant Terms.
- 11.3 Breach of this clause 11 shall be deemed a material breach under clause 7.

11.4 For the purpose of this clause 11, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively for the purpose of this clause 11 a person associated with Training Centre to any sub-contractor of Training Centre includes but is not limited

#### 12. PUBLICITY

Training Centre shall not use the name, logo, or trademark of VSSAcademy Ltd, UCLan or its employees or students in any publicity, advertising or news release without the prior written approval of VSSAcademy Ltd and UCLan, and vice versa.

#### 13. ASSIGNMENT

Training Centre shall not at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of VSSAcademy Ltd, and vice versa.

#### 14. SUB-CONTRACTING

Training Centre shall not carry out any of its obligations under this Agreement through any agents or sub-contractors appointed by it for that purpose without the prior written consent of VSSAcademy Ltd.

#### 15. NOTICES

- 15.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by airmail at its address as stated at the beginning of this Agreement or such other address as may be notified in writing from time to time in accordance with this clause 15. Notices to VSSAcademy Ltd in respect of default shall be marked for the attention of the Organisations' Solicitors.
- Any notice or communication shall be deemed to have been received at 9.00 am on the seventh Business Day in the case of airmail.
- 15.3 In this clause, "Business Day" means Monday to Friday excluding bank and other public holidays in England or Maharashtra, India
- 15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other

method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

#### 16. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect validility and enforceability of the rest of this Agreement.

#### 17. THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

#### 18. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party except as expressly authorised in this Agreement.

#### 19. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### 20. VARIATION

No variation of this Agreement shall be effective unless it is in writing signed on behalf of each of the Parties to this Agreement.

#### 21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each Party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement, provided that nothing in this clause shall limit or exclude any liability for fraud.

### 22. COUNTERPARTS

- This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 22.2 Transmission of the executed signature of any counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. Without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 22.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart in accordance with this clause 22.

#### 23. GOVERNING LAW AND JURISDICTION

For those modules of the course taking place in or from the UK, each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including no contractual disputes or claims).

For those parts of the course running in India, each party irrevocably agrees that the Indian courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including no contractual disputes or claims).

# [END OF CLAUSE]

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of VSSAcademy Ltd/University of Central Lancashire (UCLan).

20th April, 2023 Date

Name Dr. Fadi Barrak

Position Course Director,

MSc Implantology, UCLan

CEO, VSSAcademy

Signature

Date 20th April, 2023

Name Dr. Manoj Bhatia

Position Senior Faculty,

MSc.Implantology, UCLan.

SIGNED for and on behalf of Bharati Vidyapeeth (Deemed To Be University) Dental College and Hospital, Pune.

Signature

20th April, 2023 Date

Dr. Asmita Jagtap Name

Position Executive Director,

Bharati Vidyapeeth Medical Foundation.

Signature

20th April, 2023

Name

Date

Dr. Rajesh Kshirsagar

Position Principal, Bharati Vidyapeeth

(Deemed To Be University) Dental

College and Hospital, Pune.

PRINCIPAL Bharati Vidyapeeth (Deemed to be University) DENTAL COLLEGE & HOSPITAL Pune-Satara Road, Pune - 411 043.

In the presence of: -

**SCHEDULE 1** 

THE SERVICES

- I. Training Centre will provide all student clinical placements within the Training Centre for Students in years one and two of the Course (from 1st October 2019) and will supply the requisite number and types of patients for all clinical activity.
- 2. The minimum number of students for the Course will be eight (8) and the maximum will be 28 (28); however, the exact student numbers and types of patient required will be specified by the Course Leader, Dr. Fadi Barrak, working in conjunction with the Training Centre Co-ordinator.
- 3. Each student will undertake five (5) clinical placement days in year one and ten (10) clinical placement days in year two.
- 4. The Training Centre surgeries / facilities will be required for a total of five (5) days per student in year one and ten (10) days per student in year two of the Course.
- 5. Planning and co-ordination of student activity will be undertaken by the Training Centre Co-ordinator, on behalf of Training Centre and working in close contact with the Course Leader and their designated Assistant and the Clinical Supervisor.
- 6. The Training Centre co-ordinator will undertake up to two (2) days dissertation preparation work (non-clinical) with students.
- 7. Long term follow-up treatment of patients who have been treated as part of the Course will be the responsibility of the Clinical Supervisor, however Training Centre (via the Training Centre ) may be called upon by the Clinical Supervisor to provide emergency follow up treatment if required and Training Centre will be required to make clinical facilities available dependent on patient need.

#### **SCHUDULE 2**

#### **PAYMENT**

Payment for clinical Supervision will be made at the rate of £200 per day, and this will be deemed to include co-ordination / administration activity and emergency cover provision.

To a maximum of 5 (five) implants in year 1 for each Postgraduate student and

To a second maximum of 5 (implants) in year 2 for each Postgraduate Student.

Method of Payment:

VSSAcademy Ltd agrees to pay Training Centre the above amounts as follows:

For each cohort, each year, unless otherwise agreed in writing VSSAcademy shall pay the agreed clinical day rate(s) to the Training Centre.

The Training Centre will invoice VSSA on completion of each Clinical Day per student.

Payment will be made by VSSA on submission of invoices. Invoices should be submitted in pounds sterling and addressed to Alan Goldie at VSSAcademy and sent via email to <a href="mailto:agoldie@vssacademy.co.uk">agoldie@vssacademy.co.uk</a>.

Payments will be made by bank transfer and minus any fees for International bank transfer, in the last week of the month in which the invoice was received.