# Training ePortfolio and CPD ePortfolio Terms & Conditions

# The Training ePortfolio and CPD ePortfolio of The Royal College of Obstetricians and Gynaecologists (RCOG)

The Training ePortfolio is a development learning tool for all trainees and their supervisors to use to plan, record and reflect on their training and it is a collection of evidence to inform decisions on a trainee's progress. The RCOG also provides a separate CPD ePortfolio for doctors working in non-training posts which allows them to plan their learning, record their learning events, participate in reflection and demonstrate impact of their learning.

Specialists maintain the RCOG Training and CPD ePortfolios for their personal use and viewing. The access and use of the RCOG ePortfolios featuring these terms and conditions constitutes your acceptance of these terms and conditions. They take effect from the date on which you first use the Training or CPD ePortfolios.

You agree to use the ePortfolios only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of the ePortfolios by any legitimate third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site. You also agree not to include in your ePortfolios confidential data relating to or identifying patients and colleagues.

The RCOG collects information from the Training and CPD ePortfolios and uses it for internal review and to improve the functionality. The RCOG also collects data anonymously to evaluate how doctors use the Training and CPD ePortfolios. This can help identify issues that users experience and improve the platforms. The <u>Training Evaluation Form (TEF)</u> enables trainees to give direct feedback on their training, and lets the RCOG monitor and improve the quality of training.

The RCOG collects and uses information on the subspecialty assessment including but not limited to the subspecialty outcome report and relevant evidence on the ePortfolio for the purpose of reviewing criteria and applications for RCOG subspecialty centre recognition by the RCOG <u>Subspecialty Training Committee</u> (STC).

The Royal College of Obstetricians and Gynaecologists ("RCOG", "the College", "we" or "us") owns and operates the ePortfolios. The RCOG has its registered office at 10 –18 Union Street, London, SE1 1SZ, UK. Registered Charity number 213280. You (or "the customer",

"member" or "subscriber") means the Party making use of the ePortfolios owned and operated by the RCOG.

### **Password Security**

You are responsible for maintaining the confidentiality of your username and password. The RCOG shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your username and password. Furthermore, you are responsible for all activities that occur in your account and you agree to notify us immediately of any unauthorised use of your account. The RCOG is not responsible for any loss that you may incur as a result of any unauthorised person using your account or your password.

#### **Termination**

The RCOG reserves the right, at its sole discretion, to terminate your access to the ePortfolios at any time, without notice in the following circumstances

- Failure to make the required annual subscription payment The RCOG may terminate or suspend your access to the Training and CPD ePortfolios if you fail to make the required annual subscription payment. If you subsequently want to use the ePortfolios, you need to make the required annual subscription payment and contact the RCOG to have your account reactivated. Trainee ePortfolio users can continue to view their account in read-only mode (i.e. they cannot add, edit or delete entries).
- **Removal from the GMC Register** The RCOG will terminate a doctor's access to the Training and CPD ePortfolio if they have been removed from the GMC Register.

If you terminate your CPD ePortfolio account, the RCOG allows access for a further 30 days as a reasonable time to complete any unfinished tasks and to allow you to download existing data which then becomes your own responsibility.

If you terminate your Training ePortfolio account, the RCOG converts it to the role of "Historic user". This allows you to continue to access your historical record of training on the system, but it will not be possible for you to add further content.

Termination of the Training ePortfolio or CPD ePortfolio account triggers the RCOG retention schedule.

#### Data storage

The RCOG stores CPD records until a doctor stops being a Member, Fellow or Associate of the RCOG, after which the RCOG retention schedule is triggered. CPD data is retained for 7 years from withdrawal from the programme/date of last activity. You are responsible to download and keep your older records. Once you have downloaded your old CPD records, these are no longer the RCOG responsibility. The RCOG stores Training ePortfolio data for seven years post GMC Completion Approval.

**Old CPD ePortfolio** – All current CPD participants were moved to a new CPD platform in September 2021. The RCOG asked those who used the previous CPD platform to download an archive of their old CPD data by 31 December 2021 for safekeeping in users' local IT systems. CPD data is retained for 7 years from withdrawal from the programme/date of last activity. The data can be obtained on individual request.

### Unlawful or prohibited use

We expect you to follow these guidance notes.

You agree not to post, transfer, or include in any message to the RCOG Training and CPD ePortfolios any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation under this condition, including, but not limited to, any claims made against us by any third party. As a condition of your use of the Training and CPD ePortfolios, you agree that you will not use the services for any purpose that is unlawful or contrary to these terms of use.

You also agree not to include in your ePortfolios confidential data relating to or identifying patients and colleagues.

#### Maintenance

The technical and administrative staff working on behalf of the RCOG need to reset the servers or upgrade various software components, from time to time, that enable the efficient working of the Training ePortfolio and CPD ePortfolio. Although the RCOG makes efforts to minimise the effect on users, the RCOG shall not be liable to any person for any loss or damage incurred by such downtimes.

The RCOG displays a banner in the Training and CPD ePortfolio giving 7 days' notice of forthcoming maintenance work. There may be circumstances when it is not possible for the RCOG to meet these standards but the RCOG keeps users informed.

Technical and maintenance teams are legitimate contractors fully aware of the RCOG IP standards.

## **Privacy Policy**

All your personal data is processed in accordance with data protection legislation - Please see the RCOG Privacy Policy.

The RCOG is listed in the ICO's Public Register of Data Controllers as required by UK GDPR Reference No: Z6382904.

The RCOG stores your personal data in the CPD ePortfolio - for example:

- contact details, including email addresses,
- College Registration numbers,
- GMC registration numbers,
- Practice & Roles,
- Personal Learning Plans,

- Learning Events,
- Reflections and Actions and
- all relevant evidence.

The RCOG stores your personal data in the Training ePortfolio, for example:

- contact details, including email addresses,
- College Registration numbers,
- GMC registration numbers,
- National Training Numbers (NTNs),
- training post grades,
- locations and dates,
- Personal Learning Plans,
- supervisor meetings,
- assessments,
- log entries,
- reflective practice entries, and
- all relevant evidence.

The personal data is stored on our secure servers in data centres of our choice. All communication between the main website and your browser is encrypted using SSL technology, the first part of the website address will be "https://" which indicates secure transmission along with the padlock icon at the bottom right of your browser. If the padlock icon is not visible then your connection is not secure. For added security, Training ePortfolio and CPD ePortfolio entries and event information are encrypted once again before being saved to the database.

### **RCOG Website Terms and Conditions**

You also agree to accept to the RCOG Website <u>Terms and Conditions</u>: https://www.rcog.org.uk/en/legal/terms-conditions/