

## **Curriculum Vitae**

# **Professor Paul Martin Brennan**

**BMedSci (Hons) MB BChir (Cantab) PhD (Edin) FRCS (SN)**

**Neurosurgicolegal Ltd (SC SC707857)**

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Professor Paul Brennan

Consultant Neurosurgeon

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## **Qualifications**

Intercollegiate Fellowship Examination in Surgical Neurology (October 2014)

PhD, Edinburgh University (March 2014)

Graduate Diploma in Management, London School Economics (May 2009)

MB BChir, Cambridge University (2000 - January 2003)

BMedSci (Hons) Experimental Pathology, Edinburgh University - 1<sup>st</sup> class (1997 - 2000)

## **Profile**

I am Professor of Clinical and Experimental Neurosurgery at the University of Edinburgh, and an Honorary Consultant Neurosurgeon working within NHS Lothian, Edinburgh. I am clinical director of neurosurgery. I am on the GMC's Specialist Register as a neurosurgeon. I qualified in medicine from University of Cambridge in 2003, having previously taken a first-class honours degree in Experimental pathology from University of Edinburgh in 2000 during my preclinical medical studies. I defended my PhD at the University of Edinburgh in 2014. I am a Fellow of the Royal College Surgeons of Edinburgh.

I have worked in Neurosurgery since 2006. My specialist training in neurosurgery was undertaken in Edinburgh and Aberdeen, and completed in 2015, after which I undertook a clinical fellow post in neurosurgical neuro-oncology at the Walton Center for neurology and neurosurgery, Liverpool.

I was appointed as a Consultant in 2016, and clinical director in 2022. My busy clinical practice includes general elective and emergency adult neurosurgery. My specialist practice is in neurosurgical neuro-oncology. I deliver an acute neurosurgical service as part of the on-call team in my department, managing the spectrum of emergency neurosurgical presentations, including head and spinal trauma, subarachnoid haemorrhage, cauda equina syndrome, spinal injuries, and hydrocephalus.

## **Research and Medical Education**

In addition to my clinical practice, I have an extensive research programme, with particular focus on brain tumours, head injuries and cervical fractures, with expertise in diagnosis, management and prognosis. I lead both clinical and laboratory research. I am primary applicant or co-applicant on grants totaling several million pounds. I have authored chapters in several books, and published more than 120 peer reviewed papers, with over 6500 citations.

I am a member of the Academic committee and neuro-oncology subgroup of the Society of British neurosurgeons. I contribute to other national oncology research and guidelines setting groups and the Brain Tumour Charity Scottish Steering Group.

I am co-founder and clinical Lead of the sAlfer Surgical Simulation Facility at Bayes Centre, Edinburgh University. I am founder and Co-Director University of Edinburgh Global Health Academy's Compassion Initiative. I was a member and former co-Chair of Royal Society of Edinburgh's Young Academy of Scotland.

I have an active role in undergraduate and post graduate medical teaching, to both doctors and non-medical healthcare workers. I sit on the Scottish Neurosurgical ARCP Panel which assesses the training progress and performance of neurosurgical trainees. I was founder and director of eoSurgical Ltd, a University of Edinburgh spinout that delivers surgical simulation training to surgeons in over 75 countries, and from which I exited with an industry sale in 2023

## **Publications**

<https://www.ncbi.nlm.nih.gov/pubmed/?term=brennan+pm>

## **Medico-legal experience**

I provide expert reports for clinical negligence and personal injury claims across the range of general elective and emergency neurosurgical practice. I have particular expertise in head injuries, cervical spine fracture and surgical neuro-oncology.

I have received criminal and civil instructions from solicitors across the UK, including from the Procurator Fiscal and from Police Scotland. I have attended court as an expert.

### Areas of medico-legal expertise

Adult elective and emergency neurosurgery

Head injury

Brain tumour diagnosis and management

Cauda equina syndrome

### Medico-legal training

I enrolled on the Bond Salon Expert Witness Certificate through the University of Aberdeen. This includes 4 days of training, in Excellence in report writing, Courtroom Skills, Cross Examination and Law and Procedure.

I attended Inspire MediLaw's two day Expert Witness Training (Dec 2018) which is accredited by the Royal Society of Medicine and topics covered included:

- Expert Evidence: the law and practice
- Report Writing and the process of a claim
- Data protection for medico-legal experts
- GMC workshop on 'acting as a witness in legal proceedings'
- Addressing the legal issues – breach of duty, causation, condition and prognosis, medical advice and consent.
- The use of evidence in giving evidence
- Expert witness meetings and Court room skills

### Waiting time for reports

I understand the need to provide a high-quality report expeditiously. I will agree time scales at the time of receiving an instruction. I would aim to have most reports back in 2-4 weeks upon receipt of all the necessary clinical documentation, for an average sized case.

### Indemnity

I am fully insured by the MDU for my work as an expert witness (361682I).

I am registered with the Information Commissioner and comply with data protection requirements. Medical records are stored in a locked office and are shredded at the end of a case. Computer records are stored on password protected and encrypted disc.

## **Terms and conditions relating to the provision of expert services**

I, Dr Paul Brennan, agree to provide witness services as an expert in the field of neurosurgery in accordance with instructions received from the client and in accordance with the terms of engagement set out below:

1. I owe a duty to you and your client to exercise reasonable skill and care in carrying out your instructions. However, my primary duty as an expert witness is to provide independent and unbiased evidence to the Court.
2. Please send copies of all materials relevant to the case, and not the originals. If a document or scan is missing I will comment on this in my report but will not be able to consider it further. I will not accept any liability for original material. Original notes will be copied and I will return the originals to you. I will charge for this copying at cost IN ADDITION to any fees we have agreed for the report. Where files are sent in encrypted PDF format, please ensure that the option to prevent subsequent editing is not selected during the encryption process.
3. Subject to paragraph 9 below my fee is £300 per hour for all time spent on the case. I will estimate the likely time for the case based on the volume of papers to consider. Time spent on necessary travel will be charged at £150 per hour. VAT shall not be charged.
4. All reasonable expenses incurred by me will be charged at cost, including reasonable accommodation and sustenance costs (as required). Any necessary mileage will be charged at 45p per mile or first class rail fare which, ever is appropriate. Copies of receipts will be provided if requested.
5. Where I am retained in a matter and instruction is cancelled without my having to conduct an investigation and/or report I reserve the right to make a cancellation charge.
6. The client will pay me within 60 days of completion and receipt of the report and delivery of the invoice. Separate invoices will be rendered for further work undertaken on the case and will be paid within 60 days of delivery of such further work.
7. Once the case has been set down for trial I will use my best endeavours to keep those dates free of other work or other trial commitments.
8. If the case is set down for trial and is cancelled, settled or my need to attend cancelled within five working days, one notional days attendance at court will be chargeable as set out below.
9. My daily rate for attending court hearings is £1000 per half day (up to 4 hours) including travelling and waiting time that day whether or not all evidence is given. If the length of the appearance exceeds 4 hours then a daily rate of £1600 will be charged.

10. For pre-trial work in publicly funded cases (where my fees constitute a disbursement) the client shall advise me of any undue delay in payment. I will assume that the client has received all necessary authority for me to be instructed and paid.

11. If the Appointment is as a Single Joint Expert by the solicitors of both parties, both firms of Instructing Solicitors will be jointly and severally liable for the fees and disbursements. Where the Appointment is by an Agency which has itself been instructed by solicitors, both the Agency and its Instructing Solicitors will be jointly and severally liable for payment of the fees and disbursements

12. On accounts not settled within the agreed period, and at my discretion, interest will be charged at the rate of 2% per month or part of a month, until full settlement is received pursuant to the Late Payment of Commercial Debts (interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.

13. I reserve the right to terminate this agreement upon giving written notice to the client, without prejudice to any accrued rights under the agreement, if the client a) is dissolved and becomes insolvent b) makes a general such assignment, arrangement or composition with its creditors.

14. The rights and remedies set forth in this agreement are not exclusive and are in addition to all other rights and remedies provided by law.

15. This agreement shall be governed and construed in accordance with the laws of Scotland and constitutes the entire agreement between the parties.

16. I will use my experience, care and skill in fulfilling your instructions to the best of my ability. In the event of dissatisfaction with my services, the client shall put the reasons to me in writing.

17. The client understands and accepts the nature of my duty to the court under Part 35 civil procedure rules.

18. I shall not incur any liability to the client for any loss or damage which may be suffered as a result, directly or indirectly, by the supply services being prevented, hindered or delayed as a consequence of circumstances outside my control.

19. The client shall provide me with comprehensive instructions, including whether the matter is pre-trial advice or litigation is likely, and all time tabling information as far as is practicable including track allocation. I reserve the right to terminate this agreement, and to charge for work undertaken to that point, if the client or anyone representing the client shall have provided me with information which is false or misleading and which may compromise my duty to the court.

20. All Information, facts, matters, documents and all other materials of a confidential nature which is received or created as a result of this Appointment will remain confidential.

21. All documents, save for a copy of the report securely retained by myself, shall be confidentially destroyed after a period of 6 months from when I have discharged my duties under the Appointment, unless instructed otherwise by the Instructing Solicitor.

22. I will endeavour to produce my report in a timely manner and to use the minimum amount of time required to do so. I will issue an estimate on this basis and require your written agreement on paper with your organisation's letterhead confirming your agreement to this figure before I start preparing my report.

23. Please note that my services are provided in a personal capacity. I am not, and shall not be deemed to be, acting as agent or employee or representing in any way the University of Edinburgh.

24. Accordingly, you and your company, by accepting the services, (i) acknowledge that the University of Edinburgh has no responsibility or liability for the services and (ii) is deemed to have waived any right or entitlement to pursue or instigate any claim or action against the University of Edinburgh for any injury, loss or damage you or your company may sustain as a result of my services for you or your company.

23. Please confirm your agreement in writing to the above terms.

Please do not hesitate to contact me if there is anything related to these terms which you would like to discuss.

Paul Brennan