Funding Agreement

Australasian College of Physical Scientists & Engineers in Medicine

ABN 44 006 379 162

and

2022

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**THIS AGREEMENT** is made on the day of 2022

**BETWEEN:**

(1) **Australasian College of Physical Scientists & Engineers in Medicine (ACPSEM)**

ABN 44 006 379 162, whose registered address is Suite 7.12, 247 Coward St, Mascot NSW

2020;

and

(2) whose registered address is

 (**the Facility**).

**RECITALS:**

(A) ACPSEM is the Australasian College of Physical Scientists and Engineers in Medicine, a professional organisation for medical physicists, biomedical engineers and allied professionals in Australia and New Zealand.

(B) The Trainee is a university graduate entering the clinical medical physics and radiopharmaceutical science professions, who wishes to achieve certification by completing relevant parts of the Training Education and Assessment Program (TEAP) and who is seeking postgraduate study at an accredited university in a medical physics or radiopharmaceutical science course.

(C) The Facility is a facility accredited by the ACPSEM at which a supervising physicist or scientist works and at which the Trainee is employed.

(D) The Supervisor is an ACPSEM certified and/or registered physicist or scientist whom:

(1) is accredited or is in the process of being accredited as a supervisor for TEAP by the

ACPSEM;

(2) is employed by the Facility; and

(3) will supervise the Trainee during the Trainee's employment at the Facility until such time as the Trainee completes the ACPSEM TEAP.

(E) This document specifies the terms and conditions under which the Facility are contracted by ACPSEM to provide supervision of Trainees as part of the ACPSEM TEAP.

**THE PARTIES AGREE AS FOLLOWS:**

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

**Annual Report** means the Report set out in Part B of Schedule 2

**Authorised Representative** means in respect of: (a) ACPSEM, CEO; and

(b) the Facility, Chief Medical Physicist or Head of Department

**CTG** means the clinical training guide for the Trainee's particular TEAP.

**DIMP** means Diagnostic Imaging Medical Physics/Physicist, specialising in Nuclear Medicine

Physics or Radiology Medical Physics or both.

**Funding** has the meaning given in clause 9.1**.**

**Funding Program** means the funding program by the ACPSEM under this document that provides financial assistance to the Facility as compensation for the training and supervision of the Trainee.

**Grant Application** means the application form submitted on behalf of the Facility annexed to this agreement.

**Patient** means a person who receives a health care service from the Facility.

**ROMP** means Radiation Oncology Medical Physics/Physicist. **RPS** means Radiopharmaceutical Science/Scientist. **Supervisor** is defined in Recitals (D)

**TEAP** means the ACPSEM's Training Education and Assessment Program comprising the following three disciplines:

(a) ROMP;

(b) DIMP; and

(c) RPS, and involves:

(d) an ACPSEM accredited (or approved) postgraduate degree qualification from a tertiary institution

(e) an approved period of clinical training at an ACPSEM accredited hospital which leads to the required knowledge and competencies in the relevant discipline; and

(f) research and development activities

**Trainee** is defined in Recitals (B)

1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assignment of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it. (b) A singular word includes the plural, and vice versa.

(c) A word which suggests one gender includes the other genders.

(d) If a word is defined, another part of speech has a corresponding meaning.

(e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

2. **TERM**

This document commences on [insert date] and remains in force for the agreed term of the grant [insert period of 1,2 or 3 years] unless terminated under clause 11 of this document.

3. **OBJECTIVES OF THE GRANT PROGRAM**

The parties agree that the objective of the Funding Program is to financially support Facilities which employ, supervise and train Trainees enrolled in the ACPSEM TEAP.

4. **OBLIGATIONS OF THE FACILITY AND THE SUPERVISOR(S)**

4.1 **Key Performance Indicators**

The Facility and the Supervisor are required to meet the Key Performance Indicators outlined in Part A of Schedule 2 of this document in the performance of their obligations under this document.

4.2 **Reporting requirements**

(a) The Facility is required to:

(i) promptly report to the ACPSEM on changes in the employment status of the Trainee, including, but not limited to reporting if the Trainee is no longer employed; and

(ii) promptly report to the ACPSEM should the approved Supervisor(s) become unavailable to supervise the trainee, and except in exceptional circumstances prospective advice is required.

(ii) complete and deliver the Annual Report to ACPSEM within 20 business days of the agreed anniversary date addressing the KPIs as set out in Schedule 2.

(b) In preparation for each Annual Performance Review the Facility will ensure that all completed work (competencies) is signed off by the Supervisor in COMET.

4.3 **Branding**

The Facility agrees to, if required, acknowledge the funding received from ACPSEM under this agreement. The form of any acknowledgement is to be mutually agreed by the Parties.

4.4 **Advice and assistance**

The Facility will ensure that the Supervisor(s) and/or other nominated trainers, advised to the ACPSEM in the Grant Application are available to provide advice and assistance when required by the Trainee during the Trainee’s duties.

4.5 **Setting objectives**

The Supervisor(s) will establish educational objectives with the Trainee within six months of beginning TEAP, with review taking place during each Annual Performance Review, or more frequently, as requested by the ACPSEM.

4.6 **Continuing Education of Supervisors**

The Supervisor(s) will participate in relevant continuing education as required by the

ACPSEM under schedule 2.

5. **EDUCATIONAL ACTIVITIES**

The Supervisor(s) will accommodate the Trainee's required learning outcomes by allowing the

Trainee protected time during work hours to:

(a) attend educational activities (as necessary); and

(b) comply with the Trainee's CTG,

in accordance with the Facility's response to Selection Criteria 1(c) of the Grant Application.

6. **INSURANCE**

6.1 **Workers' compensation and other insurance**

(a) The Facility will take out and maintain:

(i) workers' compensation insurance in respect of the Trainee in accordance with statutory obligations; and

(ii) public liability covering the Facility premises.

(b) The Facility must provide evidence of the currency of an insurance policy effected under this clause to the ACPSEM if requested to do so by the ACPSEM.

7. **RESPONSIBILITIES OF ACPSEM**

7.1 **Supervisor(s) training**

The ACPSEM will provide appropriate Supervisor training and development opportunities to assist the Supervisor(s) in undertaking their obligations under this document.

8. **RELATIONSHIP BETWEEN PARTIES**

The parties acknowledge that they are independent contractors and that this document does not create a relationship of partnership, joint venture, employment or agency.

9. **PAYMENTS**

9.1 **Basis of payments**

The ACPSEM will make an annual grant payment to the Facility in accordance with Schedule

1 of this document (The **Funding)**

9.2 **Discontinuation payments**

Should:

(a) the Trainee cease undertaking their medical physics or radiopharmaceutical science postgraduate studies at an accredited university and/or clinical training at the Facility accredited by the ACPSEM;

(b) the Trainee resign from the ACPSEM TEAP or is no longer employed by the Facility; (c) the Facility fail to meet its annual activity and reporting requirements under schedule

2; or

(d) the accreditation of the Facility be rescinded or the Facility fails to obtain ACPSEM

accreditation,

then Funding will be discontinued unless application is made to the ACPSEM for recognition of special circumstances and such circumstances are approved.

9.3 **Repayment of Grant Funds**

Should termination occur for the facility’s breach or in accordance with clauses 11.2 or

11.3, repayment of any remaining Grant Funds may be required.

10. **DISPUTES**

(a) If the Parties are unable to agree on any matter under this document, either of them may give written notice to the other stating details of the matter in dispute and requiring that the matter be resolved by a meeting between the Parties.

(b) The Parties agree that the representatives of the Parties for such meetings will be the Authorised Representative of each Party. The Authorised Representative of the ACPSEM will be the chairperson of such meetings.

(c) The Parties must meet in good faith to seek to resolve any area of dispute. The Parties must meet together within seven days of the serving of a notice of dispute under this document.

(d) If the Parties cannot resolve the dispute within seven days of the initial meeting as set out in clause (c) above, the parties agree to refer the dispute to mediation administered by the Australian Commercial Disputes Centre (**ACDC**) under the ACDC Guidelines applicable at the time of submission.

(e) Pending determination of any dispute under this document, the Parties agree to continue to perform all of their obligations under this document.

11. **TERMINATION**

11.1 **Termination for breach**

If any party breaches any provision of this document, including any of the circumstances under clause 9.2, the other party may notify the party in breach of the default. If the party in default does not rectify the default within a reasonable period, the party who served the notice may terminate this agreement immediately by notice to the other party.

11.2 **Termination by notice**

This agreement may be terminated immediately by agreement in writing by the parties.

11.3 **Termination for damage of ACPSEM Reputation**

The ACPSEM may terminate this agreement by notice should the behaviour or conduct of the Facility bring or have the potential of bringing the ACPSEM into disrepute or otherwise damage the reputation of the ACPSEM.

12. **NOTICES**

(a) Unless this document specifies otherwise, all notices and other communications between the parties shall be given or sent by each Party's Authorised Representative to the address stated at the beginning of this document.

(b) A party may substitute its Authorised Representative with another person by notifying the other parties to that effect in writing.

13. **AMENDMENT**

This document can only be amended, supplemented, replaced or novated by the written agreement of the ACPSEM, Supervisor(s) and the Facility.

14. **GOVERNING LAW**

The laws in force in New South Wales govern the terms of this document. Each party undertakes to submit to the non-exclusive jurisdiction of the courts of that state, and courts of appeal from them.

15. **VARIATION AND WAIVER**

Any variation to any term or provision to this document or a right created under it must be in writing and signed by the parties. A waiver of any breach of this document or of any right arising out of this document must be in writing and signed by the Party granting the waiver.

16. **ENTIRE AGREEMENT**

This document is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further force or effect.

**SCHEDULE 1**

**Payments Schedule**

|  |
| --- |
| **Payee Name or Creditor Number:** |
| **Email: Fax:** |  |
| **Payment Method:** | **Frequency:** |
| **Bank Name:** |  | **Annually** |
| **Bank Address:** |  |
|  |  | **The ACPSEM will pay grant recipients by means of a Recipient Created Tax Invoices (RCTI)** |
| **Bank BSB No:** |  |  |
| **Name in which Accounts in held:** |  | **Payment Number one of three will be made within 5 working days of signature of this contract and enrolment of the Registrar employed under this grant- whichever is the latter****Where Regional Incentives apply payments will include this amount** |
| **Account****Number:** |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Payment | Amount | Payment Frequency and Conditions | Qualifications |
| No 1 2022 | 60,000 GST Free |  |  |
| No 2 2023(IF APPLICABLE) | 60,000 GST Free | Subject to meeting KPIs and Annual reporting requirements at Schedule 2 |  |
| 1No 3 2024(IF APPLICABLE) | 60,000 GST Free | Subject to meeting KPIs and Annual reporting requirements at Schedule 2 |  |

**SCHEDULE 2**

**Facility's obligations**

**PART A - Key Performance Indicators**

1. **Maintenance of accreditation of the Facility including submission of the Annual**

**Status Report**

a. Annual submission of an updated training plan, with the training plan being the document developed for purpose of accreditation or reaccreditation; accompanied by an explanation of the review process and why changes have or have not been made

b. (Note: ACPSEM will endeavor to simplify reaccreditation documentation required for this Facility given the expectations of this contract and the requirements of this schedule.)

**2. Supervision Requirements** *Please note that ACPSEM staff will**complete this section based on each successful application*

ACPSEM notes that

The preceptor for the purposes of this contract is *if no preceptor in place remove line*

remove

the supervisor for the purposes of this contract is

*optional* supported by a team of supervisors (registered QMP’s who are eligible to nominate for supervisor role) and trainers: list

Accordingly, the following KPIs are set.

1. On or before the contract meeting, to be held no later than 1 month prior to the anniversary date of the contract, the Supervisor(s) is to provide:
2. revised Training Plan, or a statement outlining why no changes are required to the Training
3. Plan. The plan should address the role of all team members.
4. A summary of professional development activities undertaken within the year preceding the anniversary date, and those planned for the following year by the Supervisor and team members (where applicable).
5. With d (above) to include attendance at one (1) ACPSEM run or approved supervisor education day event, or multiple mini supervisor webinars.
6. Evidence of completion of the annual Supervisor Update Module (on COMET) by team members involved in registrar training and education.
7. summary evaluation of the achievements and challenges experienced, through regular interaction with the Registrar/s in support of completion of TEAP during the year in review.
8. A self-assessment of the supervisory team’s experiences with sign off of competencies in

COMET, including:

o Feedback to ACPSEM re COMET

o Assessment of the site’s performance in supporting the trainee’s needs with respect to

timely competency sign off and progress monitoring in COMET

**PART B – Annual Reporting Mechanism**

Each facility shall complete an annual report and submit the report to the ACPSEM no later than 20 working days prior to the anniversary date of this contract with the report including evidence that the KPIs at Part 1 above have been achieved.

The first-year report will require completion of a template. The second year report may be required in template form noting that report simplification will be applicable for some sites based on the ACPSEM’s assessment of year 1 outcomes.

Submission of the report must be preceded by a contract management teleconference with the CEO of the ACPSEM (or their nominee) and the ACPSEM Education Manager, with the date for this meeting to be advised by the ACPSEM no less than 60 working days prior to the contract anniversary date.

**EXECUTED** as an agreement.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**SIGNED for THE AUSTRALIAN COLLEGE OF PHYSICAL SCIENTISTS & ENGINEERS**

**IN MEDICINE, by its duly authorised officer,**

**in the presence of:**

Signature of witness Signature of Officer

Sharon Flynn

Name of witness Name of officer

Date Date

**SIGNED** for , by its duly authorised officer, in the presence of:

Signature of witness Signature of Officer

Name of witness Name of officer

Date Date