

Advanced Training Curricula Renewal

Specialty Development Wave 3

Specialist Contractor Expression of Interest pack

December 2023



RACP
Specialists. Together

About this document

This document provides information about the expression of interest process for people interested in contributing to specialty curriculum development as part of Wave 3 of [Advanced Training Curricula Renewal](#).

For more information contact curriculum@racp.edu.au.

Contents

| | |
|---|-----------|
| Summary | 3 |
| Advanced Training Curricula Renewal (ATCR) project | 4 |
| Vision..... | 4 |
| Purpose | 4 |
| Project scope..... | 4 |
| Specialty development wave 3..... | 5 |
| Position description..... | 6 |
| Process and deliverables | 7 |
| Deliverables | 7 |
| Timeline | 8 |
| Expression of interest process | 9 |
| Frequently asked questions..... | 10 |
| Appendix 1: Expression of Interest form | 14 |
| Appendix 2: Service agreement..... | 17 |
| Appendix 3: More information..... | 25 |

Summary

Help shape the future of specialist training

RACP is seeking expressions of interest from specialists to help develop draft competency-based curricula for specialty training programs participating in curricula renewal in 2024.

About the project

Advanced Training Curricula Renewal is a multi-year project to transform the College's medical education programs. Specialty curricula and program requirement handbooks are being redeveloped with a focus on [competency-based training](#), supported by [programmatic assessment](#) approaches.

Wave 3 of the project involves the redesign of curricula for the following specialties:

- Adolescent and Young Adult Medicine
- Clinical Genetics
- Clinical Pharmacology
- Dermatology
- General and Acute Care Medicine
- Haematology
- Immunology and Allergy
- Infectious Diseases
- Neonatal and Perinatal Medicine
- Neurology (Adult Medicine and Paediatrics & Child Health)
- Paediatric Emergency Medicine
- Paediatric Rehabilitation Medicine
- Rheumatology (Adult Medicine and Paediatrics & Child Health)
- Sexual Health Medicine

About the role

The purpose of the specialist contractor role is to develop an initial draft specialty curriculum in line with College-approved educational models and templates, quality standards, and project deadlines.

As a specialist contractor, you will deliver draft curricula standards by 8 April 2024 and a draft specialty learning, teaching, and assessment program handbook by 29 April 2024. The estimated time-commitment is approximately 10-hours per week over an eight-week period.

You will receive support from the Curriculum Development team throughout the curriculum writing process and, upon delivery of the drafts, receive a \$2,500AUD honorarium¹ for your work.

Expressions of interest

To express interest in this role, please review the information provided in this pack and submit an EOI form, along with your CV, to curriculum@racp.edu.au by **Wednesday, 21 February 2024**.

¹ For specialist contractors without an ABN registered for GST, 47% withholding tax may be deducted from the honorarium.

Advanced Training Curricula Renewal (ATCR) project

Vision

To transform the College's medical education programs towards a [competency-based training](#) approach supported by [programmatic assessment](#).

This includes:

- a focus on outcomes and mastery of professional activities
- an emphasis on work-based learning, teaching and assessment
- a reduction of emphasis on time-based training
- promotion of learner centredness.

Purpose

The purpose of curricula renewal is to:

- shift RACP training programs to a hybrid time- and competency-based training model
- align training programs with the RACP curricula frameworks and models
- update and rationalise existing curricula content and training requirements.

Advanced Training Curricula Renewal (ATCR) is a priority project of the RACP Board that directly links to accreditation conditions stipulated by the Australian Medical Council.

Project scope

The project scope defines what the project will deliver, aligned to the desired outcomes.

In scope

- All curriculum content for the remaining 32 Advanced Training programs
- 1 set of learning goals (curricula standards) per specialty
 - Competencies
 - Entrustable Professional Activities
 - Knowledge guides
 - Overview of specialty (program outcomes)
- 1 learning, teaching and assessment program (handbook) per specialty
 - Entry attributes and criteria
 - Professional experience requirements
 - Learning course requirements
 - Supervision requirements
 - Assessment requirements
 - Progression and completion criteria
- Consultation plans and activities
- Implementation and transition to business plans and activities

Out of scope

Desired outcomes that are out of scope for curricula renewal may need to be delivered through other projects or initiatives.

- Curriculum framework, models and templates
- Evaluation plans
- Selection into training
- Accreditation of training settings
- Fields of specialty practice and/or qualifications
- Establishing new training programs or pathways
- Governance of training programs
- Development of customised, specialty-specific learning resources
- Examination design and delivery
- Procurement, design, and delivery of supporting technology

Specialty development wave 3

[Six specialty curricula](#) were developed as part of the first wave of ATCR.

The RACP Board approved a plan for waves 2 and 3 of specialty curricula development. This plan involves expediting the renewal process by engaging specialist contractors to work with staff on initial draft curricula to speed up delivery and enable implementation of the new AT programs across 2025 and 2026.

The specialty curricula to be renewed in wave 3 include:

1. Adolescent and Young Adult Medicine
2. Clinical Genetics
3. Clinical Pharmacology
4. Dermatology
5. General and Acute Care Medicine
6. Haematology
7. Immunology and Allergy
8. Infectious Diseases
9. Neonatal and Perinatal Medicine
10. Neurology (Adult Medicine)
11. Neurology (Paediatrics & Child Health)
12. Paediatric Emergency Medicine
13. Paediatric Rehabilitation Medicine
14. Rheumatology (Adult Medicine)
15. Rheumatology (Paediatrics & Child Health)
16. Sexual Health Medicine

The College is seeking expressions of interest from experts in these specialties to work with us as specialist contractors to develop new specialty curricula.

Position description

The specialist contractor is an important, limited-term role in the ATCR project, responsible for initiating development of a new competency-based specialty training program.

Purpose

Develop an initial draft specialty curriculum in line with College-approved educational models and templates, quality standards, and project deadlines.

Responsibilities

- Review and investigate the current state of training in your specialty, including emerging trends and local and international curriculum content comparisons
- Analyse gaps and priority areas for curriculum content development
- Write specialty curriculum content, including entrustable professional activities and specialty knowledge guides
- Deliver an initial draft curriculum, including curriculum standards, a learning, teaching, and assessment program, and progression and completion criteria, within project deadlines
- Collaborate with RACP Curriculum Development staff on development and content writing and refinement activities, sharing draft content and providing regular progress updates.
- Provide expert advice to Curriculum Review Groups on the rationale and evidence for content inclusion decisions as required.
- Advise on consultation, stakeholder engagement and change management activities as required.
- Provide all working documents, including drafts and final products, to the RACP Curriculum Development team at the end of the engagement period.

To be successful in this role you will have tertiary qualifications and broad experience in a specialty-related field, expertise and/or relevant experience in adult education, highly effective written communication skills and the ability to work collaboratively to achieve outcomes within limited timeframes. Successful applicants will be subject to the terms and conditions advised in the Service Agreement.

Would suit somebody...

- with well-developed expertise in the selected specialty's knowledge and workplace practice
- with knowledge and experience in medical education, competency-based training and programmatic assessment theories and models
- with relevant experience in developing and delivering training to specialist physicians
- who can effectively synthesise complex information
- with knowledge of the healthcare systems and postgraduate vocational training models in Australia and/or Aotearoa New Zealand
- who has proven experience delivering complex written work within tight deadlines
- who enjoys working with internal and external stakeholders and is able to build positive relationships
- committed to continuous improvement and building quality training programs
- proficient in using online collaboration platforms such as Padlet and MS Teams.

Reports to...

ATCR program manager and Chair of the relevant Advanced Training Committee / Faculty Education Committee

Process and deliverables

You will be working to draft curricula standards (entrustable professional activities and knowledge guides) and a learning, teaching and assessment program for your chosen specialty.

Staff from the Curriculum Development team will support you in this work, providing onboarding information and development templates, a scoping paper for your specialty, support for the writing process, and editing draft content in line with College style guides.

You will receive an honorarium² of \$2,500AUD upon delivery of the draft curricula and your contributions will be acknowledged in the final published curriculum.

Draft curricula will be peer reviewed by a Curriculum Review Group and opened for broad consultation with RACP Members and other key stakeholders. Final drafts will be refined by the Curriculum Review Group and reviewed and endorsed by key committees before approval is sought from the College Education Committee.

The ATCR project is operating on a strict schedule and so it is essential that those interested in the specialist contractor role have capacity to deliver curriculum drafts within the timelines outlined on the following pages.

Deliverables

The deliverables for the specialist contractor are initial draft versions of the:

| | |
|--|-------------------|
| 1. specialty overview | Due 8 April 2024 |
| 2. set of specialty entrustable professional activities | |
| 3. set of specialty knowledge guides | |
| 4. specialty learning, teaching, and assessment program handbook | Due 29 April 2024 |

Deliverables are to be in the format and templates provided by the College.

² For specialist contractors without an ABN registered for GST, 47% withholding tax may be deducted from the honorarium.

Timeline

The timeline (figure 1) and task list (figure 2) reflect the main activities and deadlines that you will undertake.

In addition to the activities shown, you will be asked to view an onboarding video and attend ~30-minute check-in meetings with the Curriculum Development team each fortnight during the curriculum writing process. The overall estimated time commitment for this role is ~10 hours per week over an eight-week period.

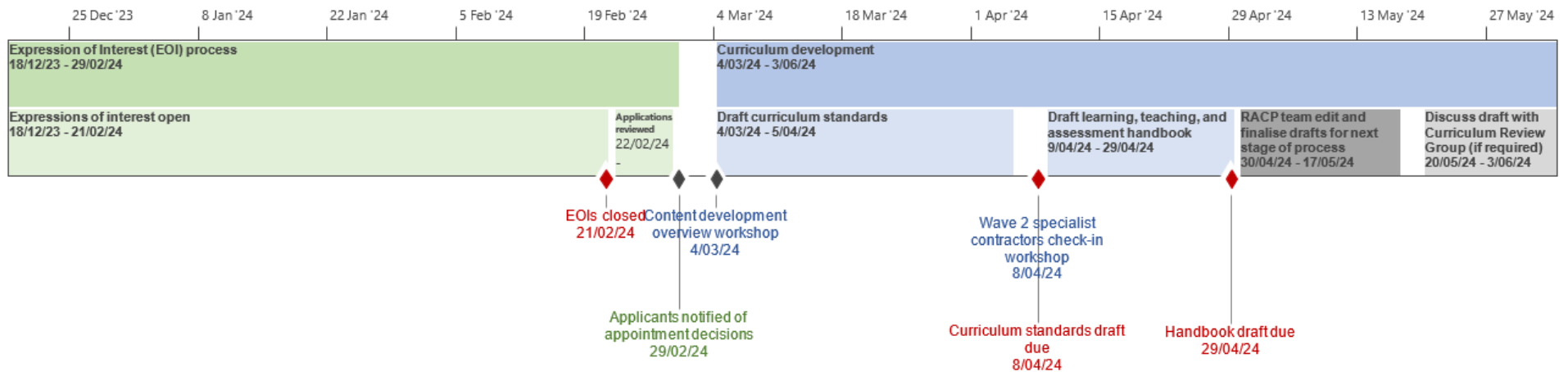


Figure 1 - ATCR specialist contractor timeline

| Task name | Start | Finish |
|--|---------------------|---------------------|
| Expression of Interest (EOI) process | Mon 18/12/23 | Thu 29/02/24 |
| Expressions of interest open | Mon 18/12/23 | Wed 21/02/24 |
| EOIs closed | Wed 21/02/24 | Wed 21/02/24 |
| Applications reviewed | Thu 22/02/24 | Wed 28/02/24 |
| Applicants notified of appointment decisions | Thu 29/02/24 | Thu 29/02/24 |
| Curriculum development | Mon 04/03/24 | Fri 29/04/24 |
| Content development overview workshop | Mon 4/03/24 | Mon 4/03/24 |
| Draft curriculum standards | Mon 4/03/24 | Fri 5/04/24 |
| Curriculum standards draft due | Mon 8/04/24 | Mon 8/04/24 |
| Wave 2 specialist contractors check-in workshop | Mon 8/04/24 | Mon 8/04/24 |
| Draft learning, teaching, and assessment handbook | Tue 9/04/24 | Mon 29/04/24 |
| Handbook draft due | Mon 29/04/24 | Mon 29/04/24 |
| RACP team edit and finalise drafts for next stage of process | Tue 30/04/24 | Fri 17/05/24 |
| Discuss draft with Curriculum Review Group (if required) | ~Mon 20/05/24 | ~Mon 3/06/24 |

Figure 2 - ATCR specialist contractor task list

Expression of interest process

Expressions of interest are now open and close on Wednesday, 21 February 2024. Appointments will be announced by the end of February. See [Appendix 1](#) for the EOI form.

The expression of interest process will determine the appointment of specialist contractors for each specialty.

EOIs will be considered by representatives from relevant Advanced Training Committees or Faculty Education Committees. The Executive General Manager, Education, Learning and Assessment will confirm successful appointees, with consideration of recommendations from the committees.

Once appointed, you will be asked to confirm your agreement to the terms and conditions outlined in the Service Agreement ([Appendix 2](#)).

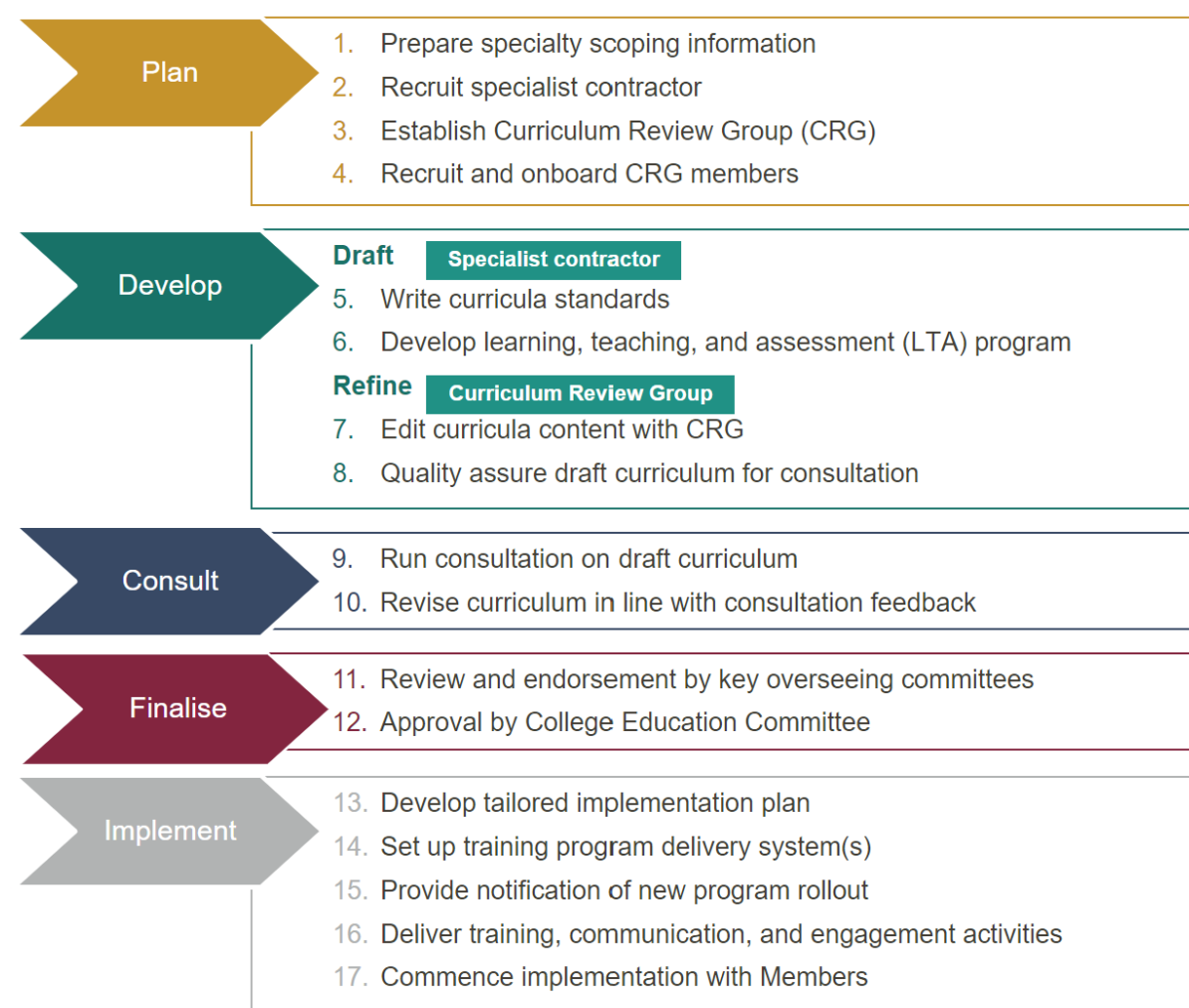
Frequently asked questions

1. What is involved in the curriculum renewal process?

There are five stages in the renewal process:



A more detailed process is below.



The specialist contractor is involved in steps 4 and 5.

2. What is the time commitment for the Specialist Contractor?

The overall estimated time commitment is approximately 10 hours per week over an eight-week period.

- Approximate total of 8 hours of meetings. This will be via zoom: 1 x 2-hour content development session + 1 x 1.5-hour check-in with other specialist contractors + 1 x 2-hour draft discussion session + ~4 x 45-minute fortnightly check-in sessions.
- The bulk of the curriculum writing work will happen out-of-session taking approximately 60 hours, spaced over seven weeks.

3. How much support will the College provide?

Prior to starting curriculum development, you will be provided with a scoping paper outlining the current state of training in your chosen specialty. You will also receive templates for the development work.

You will be supported by designated members of the ATCR project team, to guide you through the process, advise on College standards, and support you in the writing process as required.

You will have access to a shared site where you can save drafts, chat with other specialist contractors, and access useful resources to guide the writing process.

Additional educational expertise and guidance will be provided by members of the [Curriculum Advisory Group](#).

4. What is the curriculum review group (CRG)?

The CRG is a time-limited working group tasked with refining the new draft curriculum. It will consist of Members from the specialty and include representatives from Aotearoa New Zealand, both Divisions (if appropriate), trainees and specialty societies. CRG members are not required to be members of Advanced Training Committee/Faculty Education Committee. The CRG will report to the Advanced Training Committee/Faculty Education Committee.

5. When will EOIs for the specialist contractor role close?

Wednesday, 21 February 2024.

6. When will I know the outcome of my EOI for this role?

You will be notified of the outcome in the week commencing 26 February 2024.

7. What if my EOI is unsuccessful?

If your EOI is unsuccessful, you will have the opportunity to express interest in joining the Curriculum Review Group for your specialty and/or provide feedback on the draft curriculum through the consultation process.

8. When will the new curriculum be implemented?

The earliest that wave 3 curricula could be implemented is 2026, with first year Advanced Trainees. Stakeholders would be notified of implementation via a comprehensive communication and implementation plan in the first half of 2025.

9. How will the revised curriculum be structured?

1. Curriculum standards

The new RACP curriculum model includes common competencies, common Entrustable Professional Activities and specialty-specific Knowledge Guides, referred to as learning goals. This will form the curriculum standards that guide learning, teaching and assessment.

There are three common learning goals that will apply to all AT programs:

- Team leadership (EPA 1)
- Supervision and teaching (EPA 2)
- Professional behaviours (Competencies).

Please see the curriculum standards for [geriatric medicine](#) and [rehabilitation medicine](#) as examples.

2. Program handbook

The learning, teaching and assessment programs, based on the common content, will be included in the program handbook.

Specialty groups will tailor the common learning, teaching and assessment programs by adding elements like time requirements, learning courses, and entry and completion criteria, and increasing the numbers of work-based assessments; to meet the needs of their different programs.

Please see the program handbooks for [geriatric medicine](#) and [rehabilitation medicine](#) as examples.

10. Which College bodies have oversight of the AT Curricula Renewal project?

The [Curriculum Advisory Group](#) (CAG) is the College body with advisory oversight of the revised curricula.

All final draft curricula will be reviewed by the Advanced Training Committee or Faculty Education Committee, CAG, the College Assessment Committee, as well as the relevant Division Education Committees or Faculty Council.

Final approval of all new AT curricula, including standards and learning, teaching, and assessment programs, sits with the [College Education Committee](#).

11. How will curricula renewal impact ATCs/FECs?

Advanced Training/Faculty Education committees will be engaged at various stages throughout the AT Curricula Renewal process and will continue to receive regular updates via standard College communication channels, including committee briefs, ebulletins, and updates to the RACP website.

During specialty development, each specialty group will publish their draft curriculum for consultation. All RACP members, including AT committee members, will be invited to participate in those consultations.

12. Who do I contact if I have questions?

Please contact the ATCR project team at curriculum@racp.edu.au or phone +61 2 8076 6390.

Appendix 1: Expression of Interest form

Expression of Interest Form

Advanced Training Curricula Renewal: Specialist Contractor

Use this form to express interest working with us to develop draft specialty curricula for Wave 3 of Advanced Training Curricula Renewal.

The form should be submitted along with your CV to curriculum@racp.edu.au by Wednesday, 21 February 2024.

| Applicant details | |
|-------------------------|----------------------------------|
| Title | Click or tap here to enter text. |
| Given name(s) | Click or tap here to enter text. |
| Family name | Click or tap here to enter text. |
| RACP MIN | Click or tap here to enter text. |
| Qualification(s) | Click or tap here to enter text. |
| Phone number(s) | Click or tap here to enter text. |
| Email | Click or tap here to enter text. |

| Specialty curriculum <i>(please select which specialty you are applying for)</i> | | | |
|--|-------------------------------------|--------------------------|---|
| <input type="checkbox"/> | Adolescent and Young Adult Medicine | <input type="checkbox"/> | Neonatal and Perinatal Medicine |
| <input type="checkbox"/> | Clinical Genetics | <input type="checkbox"/> | Neurology (Adult Medicine) |
| <input type="checkbox"/> | Clinical Pharmacology | <input type="checkbox"/> | Neurology (Paediatrics & Child Health) |
| <input type="checkbox"/> | Dermatology | <input type="checkbox"/> | Paediatric Emergency Medicine |
| <input type="checkbox"/> | General and Acute Care Medicine | <input type="checkbox"/> | Paediatric Rehabilitation Medicine |
| <input type="checkbox"/> | Haematology | <input type="checkbox"/> | Rheumatology (Adult Medicine) |
| <input type="checkbox"/> | Immunology and Allergy | <input type="checkbox"/> | Rheumatology (Paediatrics & Child Health) |
| <input type="checkbox"/> | Infectious Diseases | <input type="checkbox"/> | Sexual Health Medicine |

Please state how your qualifications, experience, and knowledge meet the requirements outlined in the position description for this role.

Click or tap here to enter text.

I confirm that I...

- | | |
|--------------------------|---|
| <input type="checkbox"/> | ...have attached my CV |
| <input type="checkbox"/> | ...have read the ATCR specialist contractor information pack |
| <input type="checkbox"/> | ...agree to develop curriculum content in alignment with the curriculum model , common curricula content , and stated project vision, scope and timelines |
| <input type="checkbox"/> | ...have capacity to deliver the required work according to stated timelines |
| <input type="checkbox"/> | ...am willing to agree to the terms and conditions outlined in the Service Agreement |

Declaration of interests

Please declare any actual, potential or perceived conflicts of interest. This could include:

- current and previous paid work
- current and former trusteeships
- current and former directorships
- current and former membership of other organisations
- current and former membership of College bodies
- relationship of interests (if any) to the organisation's activities or proposed activities, such as contracts with the College, shareholdings, etc
- relevant interests of family or friends (including financial and non-financial personal interests)

Refer to the [RACP Conflicts of Interest Policy](#) for more information.

Click or tap here to enter text.

Submitted by:

Click or tap here to enter text.

Date

Click or tap to enter a date.

Thank you for your interest in this position. Please email this form with your CV to curriculum@racp.edu.au. We will notify you of the outcomes of this process in late February 2024.

Find out more about the [Advanced Training Curricula Renewal](#) project.

Appendix 2: Service agreement



| Contract Details | | | | |
|---|--|------------------------|------------------|---|
| Date | [insert date] | | | |
| Parties | RACP and ATCR Specialist Contractor | | | |
| College | The Royal Australasian College of Physicians (ABN 90 270 343 237) trading as RACP Address: 145 Macquarie Street, Sydney, New South Wales, 2000 Email: Susi.McCarthy@racp.edu.au Attention: Susi McCarthy, Program Manager, Advanced Training Curricula Renewal, Education, Learning and Assessment (ELA) | | | |
| Advanced Training Curricula Renewal (ATCR) Specialist Contractor | Name: [insert] Address: [insert address] Telephone: [insert telephone number] Email: [insert email address] Attention: [insert contact name] | | | |
| Start Date | 4 March 2024 | | | |
| Expiry Date | 7 June 2024 | | | |
| Options to extend | None | | | |
| Services | As outlined in Annexure A | | | |
| Deliverables | The following deliverables as detailed in the expression of interest information pack: <table border="1" data-bbox="454 1881 1300 2027"> <tr> <td>5. speciality overview</td> <td rowspan="2">Due 8 April 2024</td> </tr> <tr> <td>set of speciality entrustable professional activities</td> </tr> </table> | 5. speciality overview | Due 8 April 2024 | set of speciality entrustable professional activities |
| 5. speciality overview | Due 8 April 2024 | | | |
| set of speciality entrustable professional activities | | | | |

| | | | | | |
|---|--|-----------------------------------|--|---|-------------------|
| | <table border="1"> <tr> <td>set of specialty knowledge guides</td> <td></td> </tr> <tr> <td>specialty learning, teaching, and assessment program handbook</td> <td>Due 29 April 2024</td> </tr> </table> | set of specialty knowledge guides | | specialty learning, teaching, and assessment program handbook | Due 29 April 2024 |
| set of specialty knowledge guides | | | | | |
| specialty learning, teaching, and assessment program handbook | Due 29 April 2024 | | | | |
| | Deliverables are to be in the format and templates provided by the College. | | | | |
| Service Fee | \$2500AUD (incl GST) plus reasonable expenses approved in writing by the College prior to being incurred. | | | | |
| Milestones | <ol style="list-style-type: none"> 8 April 2024: delivery of draft curricula standards to RACP (specialty overview, set of specialty entrustable professional activities, specialty knowledge guides) 29 April 2024: delivery of specialty learning, teaching, and assessment program handbook to the RACP | | | | |
| Service Levels | None | | | | |
| Key Personnel | <i>[insert details of Fellow]</i> | | | | |
| Special Conditions (if any) | If there is any inconsistency between the Services Agreement – General Terms and Conditions and these Special Conditions, the Special Conditions will prevail to the extent of the inconsistency. | | | | |
| Recitals | <p>A The RACP wishes to acquire the Services from the ATCR Specialist Contractor.</p> <p>B The ATCR Specialist Contractor has agreed to provide the Services to the RACP on the terms of this Agreement.</p> | | | | |

This Agreement incorporates the Services Agreement – General Terms and Conditions.

EXECUTED as an agreement

Signed by RACP by its authorised representative:

Signed by ATCR Specialist Contractor by its authorised representative:

.....
Signature of Authorised Representative

.....
Signature of Authorised Representative

.....
Print name and position of authorised representative

.....
Print name and position of authorised representative



Advanced Training Curricula Renewal (ATCR) Services Agreement General Terms and Conditions

1 Term

- (a) This Agreement commences on the Start Date and continues until the Expiry Date unless extended in accordance with clause 1(b) or lawfully terminated earlier in accordance with its terms.
- (b) This Agreement may be extended for the periods described in the Contract Details by the College giving the ATCR Specialist Contractor a minimum of 30 days' notice prior to the date the Agreement is due to expire (or other period agreed between the parties).

2 Services

2.1 Provision of Services

- (a) The ATCR Specialist Contractor must provide the Services as outlined in Annexure A to the College, including by providing the Deliverables, in accordance with this Agreement.
- (b) The Services are supplied on a non-exclusive basis and the College makes no guarantees as to any minimum quantities of Services purchased.
- (c) The College agrees that due to the inherently uncertain nature of Services, the actual outcomes and results of the Services cannot be assured. The ATCR Specialist Contractor will not be liable to the College for any loss or damage arising by reason of its failure to perform work on time or within estimated costs or at all, provided that the ATCR Specialist Contractor has used its reasonable endeavours in all respects in carrying out the Services.
- (d) The ATCR Specialist Contractor will obtain written permission from the College before carrying out additional work to the Services or incurring additional costs other than as agreed with the College as part of the Fees.

2.2 Warranties

The ATCR Specialist Contractor represents and warrants that any Services (including any Deliverables) will:

- (a) comply with applicable law and standards;

- (b) meet the requirements of the College as specified in this Agreement;
- (c) be provided with the degree of skill and diligence and in a professional manner consistent with generally accepted research and academic practice; and

2.3 Key Personnel

The Services will be carried out by the ATCR Specialist Contractors. If for any reason any of the ATCR Specialist Contractors become unavailable, clause 9 (Force Majeure) applies and the College will use reasonable endeavours to secure a replacement acceptable to the College. If no acceptable replacement is available or the parties cannot agree an acceptable replacement within 30 days, either party may terminate this agreement with immediate effect by notice to the other party.

2.4 Subcontracting

The ATCR Specialist Contractor may not subcontract the Services or any part of them or otherwise arrange for another person to perform any part of the Services without the College's prior written consent (which may not be unreasonably withheld). Subcontracting or approval to subcontract does not relieve the ATCR Specialist Contractor from any of its liabilities or obligations under this Agreement. The ATCR Specialist Contractor is liable for the acts and omissions of the ATCR Specialist Contractors personnel and subcontractors as if they were acts or omissions of the ATCR Specialist Contractor.

2.5 Service Levels

In delivering the Services, the ATCR Specialist Contractor must meet or exceed the Service Levels (if any) set out in the Contract Details. The ATCR Specialist Contractor must attend a fortnightly progress meeting as notified by the College. If the ATCR Specialist Contractor fails to meet the Service Levels, then the consequences set out in the Contract Details (which may include a credit being applied against the Service Fee for the affected Services) set out in the Contract Details will apply.

2.6 Milestones

The ATCR Specialist Contractor must achieve any Milestones (if any) by the relevant Milestone date (if any) described in the Contract Details. If the ATCR Specialist Contractor becomes aware of any actual or potential delay that may impact on its ability to meet any Milestone by the relevant Milestone date,

then the APCR Specialist Contractor must promptly provide a notice to College and take all reasonable steps to mitigate the delay. To the extent that a delay is directly caused by the College, then the College will extend the Milestone date by a period equal to the period of delay. Otherwise, if the delay is within the College's control, the College may, but will not be obliged to, grant an extension to the Milestone date.

3 APCR Specialist Contractors Obligations

The APCR Specialist Contractor agrees to:

- (a) cooperate with the College during the provision of the Services;
- (b) provide the College with the APCR Specialist Contractor materials and the right to use the APCR Specialist Contractor materials and any other assistance, information, data, equipment, resources or materials as may be reasonably required by the College;
- (c) notify the College of any unusual risks or dangers in APCR Specialist Contractor materials that the APCR Specialist Contractor is aware of; and
- (d) comply with all safety, security and other procedures notified to it by the College while on any College site if it attend the College sites

4 Payment and invoicing

4.1 Service Fee

The College must pay the APCR Specialist Contractor the Service Fee for the Services. The APCR Specialist Contractor acknowledges that the Service Fee fully compensates the APCR Specialist Contractor for the Services provided under this Agreement and that, unless agreed, no additional charges or expenses are payable for the Services.

4.2 Payment Terms

Unless agreed otherwise between the parties:

- (a) the APCR Specialist Contractor must issue an invoice for the Service Fee on completion of the Services; and
- (b) the Service Fee is payable within 30 days of the College receiving a valid tax invoice from the APCR Specialist Contractor.

4.3 Invoicing

The APCR Specialist Contractor must include the following information in tax invoices for the Services:

- (c) the name and date of this Agreement;

- (d) details of the Services that are the subject of the invoice, including the period of time during which the work was carried out;
- (e) available payment methods; and
- (f) a contact person (including address, email address and telephone number) for accounts queries.

4.3 Service Fee

4.2 GST

- (e) Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement are exclusive of GST.
- (f) If GST is payable on any supply made under this Agreement, for which the consideration is not expressly stated to include GST, then subject to receiving a valid tax invoice the College agrees to pay to the APCR Specialist Contractor an additional amount equal to the GST payable at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided.
- (g) A term or expression used in this clause 3.4 that has a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("**Australian GST Act**") has the same meaning given to it in the Australian GST Act for GST purposes, or to its equivalent concept in the *Goods and Services Tax Act 1985* (NZ) for New Zealand GST purposes, unless the context indicates otherwise.

5 Privacy

- (a) In this clause 4:
 - (i) **Data** means data (including Personal Information) supplied, transferred, disclosed or made available to the APCR Specialist Contractor, or obtained, collected, used, received, or accessed, generated, compiled or arranged by the APCR Specialist Contractor or College in the course of performing its obligations under this agreement;
 - (ii) **Data Breach** means any actual or suspected accidental or unauthorised access to, disclosure of, or information security incident involving the Data, including in breach of this clause 4 or any Regulatory Obligations;
 - (iii) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can

- reasonably be ascertained, from the information or opinion; and
- (iv) **Regulatory Obligations** means any and all laws, regulations, government policies and guidelines, contracts and other obligations of any person in relation to the business of the College or its related bodies corporate and the Services, including: (a) the *Privacy Act 1988* (Cth); (b) the *SPAM Act 2003* (Cth); (c) the *Do Not Call Register Act 2006* (Cth); (d) the *Competition and Consumer Act 2010* (Cth); (e) the *Privacy Act 1993* (NZ) and other equivalent legislation in New Zealand.
- (b) The ATCR Specialist Contractor agrees to comply with the Regulatory Obligations with respect to Data.
 - (c) The ATCR Specialist Contractor must:
 - (i) not use, disclose, store, transfer, or handle any Data except in accordance with the Regulatory Obligations;
 - (ii) take all reasonable steps to ensure that the Data is protected against misuse, loss, unauthorised access, modification or disclosure;
 - (iii) only use or disclose the Data for a purpose connected with this agreement or as required by law;
 - (iv) ensure that its actions or omissions do not cause College or its related bodies corporate to contravene the Regulatory Obligations;
 - (v) enter into a written agreement with any third party to whom the Data is disclosed which contains terms expressly:
 - (A) requiring such third party to comply with all Regulatory Obligations and the obligations set out in clause 4 of this agreement; and
 - (B) preventing such third party from otherwise acting in a way which would conflict with the ATCR Specialist Contractors obligations under this agreement;
 - (vi) promptly notify College if it becomes aware that a Data Breach has occurred and/or disclosure of Data may be required by law;
 - (vii) provide information, assistance and other cooperation on request

- by College in respect of a Data Breach;
- (viii) co-operate with College and comply with any reasonable requests or directions of College relating to the security, use, disclosure, transfer and erasure of Personal Information provided under or in connection with this agreement. The ATCR Specialist Contractor must promptly refer all complaints, requests or notices from third parties in relation to such Personal Information to College; and
- (ix) obtain College's prior written consent before disclosing or transferring Data, or otherwise making the Data accessible, to any person outside Australia or New Zealand (including the ATCR Specialist Contractors own personnel).

6 Confidentiality

6.1 Confidential Information

All information disclosed by or on behalf of one party ("**Discloser**") to the other party ("**Recipient**") or to a representative of the Recipient, regardless of its form and whether before or after the date of this Agreement, will be treated as "**Confidential Information**" for the purposes of this Agreement, unless:

- (a) it is in or becomes part of the public domain, other than through a breach of this Agreement or another obligation of confidentiality;
- (b) it was lawfully known to the Recipient at the time it was disclosed by the Discloser; or
- (c) it is independently developed by the Recipient, without using any information disclosed by the Discloser, or is made available to the Recipient by a third party who is permitted to disclose it.

6.2 Using Confidential Information

The Recipient may not use the Confidential Information other than, in the case of the College, for the purpose of receiving the benefit of the Services or, in the case of the ATCR Specialist Contractor, for the purposes of performing the Services.

6.3 Disclosing Confidential Information

The Recipient may only disclose the Confidential Information:

- (a) with the Discloser's prior written consent;
- (b) to its employees and contractors as reasonably required for the purposes of this Agreement;
- (c) to its advisers for the purposes of obtaining professional advice; or

- (d) as required by law.

If the Recipient discloses any Confidential Information under paragraph (a), (b) or (c), the Recipient must ensure that the person receiving it deals with the Confidential Information in accordance with this Agreement and the Recipient will be responsible for any act or omission of that person in relation to the Confidential Information as if it was the Recipient's own act or omission.

6.4 Protecting Confidential Information

- (a) The Recipient must take reasonable steps to protect the Confidential Information and keep it secure from any unauthorised use or disclosure.
- (b) The Recipient must promptly notify the Discloser on becoming aware of any use or disclosure of the Confidential Information in breach of this Agreement, and must cooperate with the Discloser to investigate any such breach and mitigate any adverse impact on the Discloser.

6.5 Publication Approval

Neither party will use the other party's name or the name of any employee, including any College Personnel, in any public manner whatsoever including in any capital raising, business, advertising or other promotional material without the permission of the other party, which may be granted subject to conditions.

7 Intellectual Property

7.1 Existing IP

- (a) This Agreement does not affect the ownership of any intellectual property rights in existence prior to the date of this Agreement, or that are created after that date other than in the course of performing this Agreement ("**Existing IP**").
- (b) To the extent required for the College to receive the full benefit of the Services (including using any Deliverables) or for the ATCR Specialist Contractor to provide the Services, each party grants to the other a fully paid up, royalty-free, perpetual, irrevocable, sub-licensable and non-exclusive licence to use its Existing IP.
- (c) Each party represents and warrants that the use of its Existing IP in accordance with the licence granted under this clause will not infringe the intellectual property or other rights of any third party.

7.2 New IP

On payment of all Fees, the ATCR Specialist Contractors Intellectual Property Rights (IPRs) and other rights, title and interests in the Deliverables are hereby assigned to the College.

The parties agree that, other than the Deliverables, all IPRs arising from the Services ("Project IPRs")

are the sole property of the College which may deal with them as it deems fit. However, the College may offer a licence to the ATCR Specialist Contractor of any such Project IPRs on terms to be agreed.

7.3 Ownership of other IPRs

The parties agree that, all IPRs arising from the Services are the sole property of the College which may deal with them as it deems fit.

7.5 ATCR Specialist Contractor materials and IPRs

The ATCR Specialist Contractor grants a non-transferable, non-exclusive licence to the College to use the ATCR Specialist Contractor materials for the sole purpose of providing the Services. The ATCR Specialist Contractor warrants that it is entitled to provide the ATCR Specialist Contractor materials in accordance with this agreement and indemnifies the College against any damages, liabilities, loss or costs arising from any claim made against the College contrary to this warranty or based on a claim that the ATCR Specialist Contractor materials infringe any IPRs of third parties.

Other than the licence granted in this clause, IPR's which the ATCR Specialist Contractor owns or provides to the College for the purpose of providing Services remain with the ATCR Specialist Contractor and no assignment or transfer is implied in the provision of the Services.

7.6 College Background IPRs

IPRs which the College owns or uses for the purpose of providing the Services remain with the College and no assignment or licence to the ATCR Specialist Contractor is to be implied by the use of the College IPRs in providing the Services.

8 Liability

8.1 Liability cap

- (a) For breach of the warranty in clause 2.2 (Due care and skill), the ATCR Specialist Contractors exclusive remedy, and the College's entire liability, will be, if permitted by law, limited (at the College's option) to reperformance of the Services or limited to the amount equivalent to the Fees paid by the ATCR Specialist Contractor under this agreement.
- (b) Neither party will be liable to the other party under or in respect of this Agreement whether in contract, tort (including negligence), statute or any other cause of action for any indirect or consequential loss (being any loss other than loss that may be fairly and reasonably considered to arise natural, that is, in the usual course of things, from the breach or other act or omission by which it is caused).
- (c) Each party's liability under this agreement is reduced to the extent that any damages, liability, loss or costs arise from or are attributable to, any negligent act or

omission of the other party or its officers, employees, agents or contractors.

- (d) The limitations and exclusions of liability in this clause will not apply to any breach of clause 4 or clause 5.

8.2 Indemnity

The ATCR Specialist Contractor indemnifies the College and the College's personnel against any liability, loss, damage, compensation and costs and expenses reasonably sustained or incurred by the College as a result of:

- (a) any negligent, unlawful or wilfully wrong act or omission of the ATCR Specialist Contractor or the ATCR Specialist Contractors Personnel;
- (b) any death, personal injury or damage to tangible property caused by any act or omission of the ATCR Specialist Contractor or the ATCR Specialist Contractors Personnel;
- (c) any breach of clause 5 or 6; or
- (d) any claim that the Services (including the use of the Deliverables) infringes the intellectual property or other rights of any third party.

The limitations and exclusions of liability in clause 7.1 will not apply to any indemnity under this clause.

9 Termination

9.1 Mutual Agreement

Either party has the right to terminate this Agreement by:

- (a) written notice or
- (b) if the other party breaches a term of this agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so

9.2 Consequences

- (c) If this agreement is terminated for any reason, then:
- (d) both parties will return all property in their possession belonging to the other party, including Confidential Information; and
- (e) the College must pay the ATCR Specialist Contractor all Fees owing to the ATCR Specialist Contractor at termination within 14 days of termination;

Termination of this agreement is without prejudice to the rights of the terminating party to obtain damages for any breach of this agreement.

Clauses 2, 4, 5, 6, 7, 8 and 12 will survive termination or expiry of this Agreement for any reason.

10 Force Majeure

- (a) No party shall be liable for any delay in performing or failure to perform any of its

obligations to the extent that such delay or failure is caused by Force Majeure, subject to that party promptly notifying the other party in writing of (1) the reasons for the delay or failure, (2) the nature and extent of the obligations affected by Force Majeure, (3) the likely duration of the delay or failure, and (4) the actions that it has taken or proposes to take to remedy the situation, and then using all possible diligence to avoid, remove or limit the effects of the Force Majeure on its performance as quickly as possible.

- (b) If a Force Majeure occurs and its effect continues for a period of 60 days, the party not affected by Force Majeure may, by written notice to the affected party, terminate this agreement.
- (c) For the purpose of this clause, "**Force Majeure**" means acts of God, fire, flood, war, earthquake, terrorism, epidemic, strike, lockout, labour controversy, civil commotion, pandemic, acts or restriction of any government or governmental agencies, and any other circumstances beyond the reasonable control of the relevant party.

11 Notices

Notices and other communications in connection with this Agreement must be in writing. They must be sent to the address or email address referred to in the Contract Details and (except in the case of email) marked for the attention of the person referred to in the Contract Details. If the intended recipient has notified the other party of changed contact details, then communications must be sent to the changed contact details.

12 Dispute

Any dispute relating to this agreement ("Dispute") must, prior to a party initiating litigation (other than for equitable or interlocutory relief), be dealt with as follows:

- (a) the affected party will notify the other party with details of the Dispute ("Dispute Notice") and, within 7 days of receiving the Dispute Notice, the parties will negotiate and attempt to resolve the Dispute;
- (b) if unresolved within 30 days of the Dispute Notice, the Project Officers of each relevant party, or another nominated member of senior management (the "Nominated Person") will negotiate and attempt to resolve the dispute;
- (c) if unresolved within 30 days of the commencement of the negotiations between the Nominated Persons, any of

- the affected parties may refer the Dispute to mediation;
- (d) if the parties cannot agree on a mediator within a further 14 days, the Dispute will be referred by the parties to the President, Australian Commercial Disputes Centre, Sydney to nominate a suitably qualified mediator and the parties will accept that nomination;
 - (e) the parties will cooperate to enable the mediator to mediate the Dispute within 30 days of the mediator's appointment; and
 - (f) the fees of the mediator will be paid by the parties in equal proportions.

13 General

- (a) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (c) Each party acknowledges that in entering into this agreement they have not relied on any representations or warranties about its subject matter except as expressly provided by this agreement.
- (d) The ATCR Specialist Contractor is engaged as an independent contractor to the College, and not as an employee of the College. In addition, nothing contained or implied in this Agreement constitutes a party the partner, agent or legal representative of another party for any purpose or creates any partnership, agency or trust. No party has any authority to bind another party in any way.
- (e) Subject to the parties at all times observing their respective obligations under this agreement, each party acknowledges that the College is not acquiring the Services on an exclusive basis and this agreement will not preclude each party engaging in activities similar to or in competition with the Services or its subject matter.
- (f) A party must not assign or otherwise deal with its rights under this Agreement or allow any interest in them to arise or be varied without the consent of the other party, not to be unreasonably withheld or delayed.
- (g) Each party agrees to execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as may be reasonably necessary to give effect to this agreement, including assisting to facilitate any application to register IPRs, confirming any rights granted in relation to the IPRs, and assisting with any GST requirements.
- (h) This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.
- (i) This Agreement may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single Agreement.

Appendix 3: More information

A suite of additional resources is available on the College website.

- **Common curricula content for Advanced Training**
 - common [standards](#)
 - common learning, teaching and assessment [programs](#)
- **At-a-glance guides**
 - [Competency-based medical education](#)
 - [Programmatic assessment](#)
 - [Self-directed learning](#)
- **Video series: *Member perspectives on curricula renewal***
www.racp.edu.au/trainees/advanced-training/curricula-renewal/specialty-development/member-perspectives-on-curricula-renewal
- **Explanatory videos**
 - [Common learning, teaching and assessment programs](#)
 - [Progression and completion criteria in the new programs](#)
 - [Overview of wave 1 consultation](#): the development process; the curriculum documents; how to provide feedback
- **Specialty web pages (wave 1 curricula)**
www.racp.edu.au/trainees/advanced-training/curricula-renewal/specialty-development
- **Example curricula from wave 1**
 - Divisional training program: Geriatric medicine [curriculum standards](#) and [program handbook](#)
 - Faculty training program: Rehabilitation medicine [curriculum standards](#) and [program handbook](#)