

# PARTICIPATION AGREEMENT

BETWEEN

**Simulation Industry Association of Australia Ltd  
 (“SIAA”)**

AND

**Royal Australian and New Zealand College of  
Ophthalmologists (RANZCO)  
(the “Specialist College”)**

## BACKGROUND

The Specialist College wishes to undertake curriculum development and to be involved in a pilot training course in conjunction with the Non-technical Skills Training in Synthetic Learning Environments project (the “Project”).

The broad aim of the Project is to promote specialist training in synthetic learning environments, particularly development of non-technical skills (NTS) relevant to accredited specialist training.

The Specialist College will participate in two phases of the Project - referred to as the Curriculum Mapping Consultancy and Pilot Training Course.

### Curriculum Mapping Consultancy

The Specialist College will work closely with an expert team of simulation educators from St Vincents Simulation Centre (the “consultant), during the Curriculum Mapping Consultancy.

The consultant’s objectives in respect to the Curriculum Mapping Consultancy are to:

- a) Support participating colleges in identifying their training needs.
- b) Identify appropriate simulation methods that can be employed to address these needs.
- c) Develop conceptual models for curricula which integrate simulation into existing training curricula.
- d) Advise training course providers.
- e) Independently evaluate the pilot training course.

The Specialist College will work closely with an expert team of simulation educators during the Curriculum Mapping Consultancy.

The outcomes of this phase will be speciality specific training needs analyses and curriculum frameworks presented as reports to the participating college.

### Pilot Training Courses

An expert simulation provider (the “Pilot Provider”) will work cooperatively with the Specialist College and the consultancy team to develop a Pilot Training Course. The courses will use simulation to train a small group of trainees of the college in non-

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technical skills (NTS). The specific NTS addressed in the course objectives will be informed by the results of the consultancy to date.

The consultant will independently evaluate the pilot training course.

At the conclusion of the course a written course outline and relevant learning materials will be available for the Specialist College.

The Pilot Provider will manage recruiting and administrative support, liaison and communication for participants.

The Specialist College will assist the Pilot Provider by nominating one or two specialists who are willing and able to commit to assist the providers develop scenarios and contextually relevant training activities.

The Specialist College will assist the Pilot Provider by recruiting 12 appropriate trainees to participate in the Pilot Training Course.

## General

The Project is being conducted by the Australian Society for Simulation in Healthcare (a Chapter of the SIAA) on behalf of the Australian Government Department of Health and Ageing.

Participation in the Project is subject to the terms and conditions of this Participation Agreement (the "Agreement").

## **OPERATIVE PROVISION**

### **1.2 Term**

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This Agreement shall commence on the Commencement date and shall continue in force until the Completion Date.

**Commencement Date:** 3 November 2008

**Completion Date:** 30 April 2009

### **1.3 Specialist College Obligations**

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The Specialist College shall participate in Curriculum Development and Pilot Training Course activities in conjunction with the Project in a professional manner, and in accordance with:

- a) its submission (Attachment 1 to this Agreement) made in response to the SIAA's Expression of Interest (ASSH 1); and
- b) all applicable laws and regulations.

At all times while participating in the Project, the Specialist College must comply with all reasonable procedures, directions and requests of SIAA including without limitation those relating to occupational health and safety.

The Specialist College shall undertake the Pilot Training Course over two days in February 2009.

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## 1.4 Responsibility for costs

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The Pilot Provider allocated for the Specialist College is directly responsible for the costs associated with the provision of the training inclusive of:

- a) Venue and equipment hire, catering, administration and staff related costs incurred by pilot team.
- b) Mutually agreed travel related costs and honoraria paid to clinicians for face-to-face instruction on the course.

The consultant managing the Curriculum Mapping Consultancy is directly responsible for the costs associated with the activities undertaken as part of this consultancy inclusive of mutually agreed travel related costs paid to Specialist College representatives who are consulted as part of this activity.

The Specialist College will be responsible for costs associate with any additional discretionary costs associated with participating in a pilot, for example advertising costs incurred in recruiting training, if desired or travel costs for additional observers of the pilot training, if desired.

The SIAA will not be responsible for any costs associated with ordinary wages and travel related expenses incurred by trainees participating in the Pilot Training Course.

The Specialist College acknowledges and agrees that it is responsible for all income and other taxes, superannuation contributions, salaries, annual leave, sick leave, long service leave and all other benefits to which the Specialist College or any of its personnel may be entitled.

## 1.5 Status of Specialist College

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Nothing in this Agreement constitutes a partnership between the parties, or makes either party the agent or employee of the other.

## 1.6 Intellectual Property

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1.6.1 Project Material means:

- a) any material forming part of the Project that is created, written or otherwise brought into existence by or on behalf of the SIAA in the course of participating in the Project; and
- b) any material that exists at the Commencement Date (“Existing Material”) and is incorporated into the Project.

1.6.2 Intellectual property rights and title to (subject to clause 1.6.4), or relating to, all Project Material created or acquired by the Specialist College or any person engaged by the Specialist College pursuant to this Agreement, will vest in the SIAA.

1.6.3 The SIAA grants to the Specialist College a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Project Material.

1.6.4 This clause 1.6 does not affect the ownership of any Intellectual Property in any Existing Material. However, the Specialist College undertakes to grant to the SIAA and the Commonwealth, or arrange for the grant to the SIAA and the Commonwealth, of a perpetual, irrevocable, royalty-free and licence fee-free,

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world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Existing Material in conjunction with the other Project Material.

## 1.7 Non Disclosure

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The Specialist College must not, and must ensure that its personnel, employees or any other person acting on its behalf do not, use or disclose to any person or make public any Project Material for any purposes other than performance under this Agreement except:

- a) if the information is in the public domain;
- b) as required by law; or
- c) if disclosure is authorised in writing by the SIAA.

## 1.8 Indemnity

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The Specialist College warrants that it has full power and authority to enter into this Agreement and that the Agreement has been validly exercised and is binding upon it.

The Specialist College agrees to indemnify and hold SIAA and its employees and agents harmless from all losses (including legal costs and expenses) arising from any claim or action against SIAA arising from any unlawful or negligent act or omission or breach of this Agreement by the Specialist College.

To the extent permitted by law, SIAA shall not be liable to the Specialist College for any special, indirect or consequential loss, loss of profits, use or goodwill or damage in respect of, arising out of or in connection with this Agreement.

The total liability of SIAA to the Specialist College whether in contract, tort (including negligence) or otherwise, for any loss or damage which may be suffered or which may arise in respect of the Agreement shall be limited to the amount paid for participation in the Project by SIAA to the Specialist College under the Agreement.

## 1.9 Termination for Breach

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If the Specialist College fails to comply with any other term of this Agreement, SIAA may terminate this Agreement immediately.

## 1.10 Early Termination

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SIAA may terminate this Agreement by giving fourteen (14) days written notice to the Specialist College and the Specialist College shall as soon as possible thereafter cease participation in the Project.

The Specialist College acknowledges and agrees that the Specialist College is not entitled to any damages or compensation arising out of the termination of this Agreement by SIAA pursuant to this clause.

## 1.11 Insurance and Risk

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The Specialist College must insure itself and its personnel for the duration of this Agreement against the risk of sickness, death, injury, professional indemnity and public liability and take out and maintain adequate insurance in respect of workers

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compensation and must also hold such other insurances as the SIAA may reasonably require and must produce evidence of the policies to SIAA upon request.

## 1.12 Occupational Health and Safety

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The Specialist College shall comply with all reasonable directions and procedures relating to occupational health and safety and security in effect at those premises used in relation to the Project.

## 1.13 Assignment

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The Specialist College agrees that SIAA may assign this Agreement in whole or in part to any person after SIAA has given notice to the Specialist College.

The Specialist College may not assign this Agreement without the prior consent in writing of SIAA.

## 1.14 Services of Notices

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Any notice under this Agreement must be given in writing and be addressed as follows:

In the case of the SIAA:

Name: Peter Hill  
Position Title: SIAA Executive Officer  
Address: PO Box 226, Lindfield, NSW 2070  
Telephone: (02) 9415 3600  
Facsimile Number: (02) 9415 3611  
Email: [ASSHchair@siaa.asn.au](mailto:ASSHchair@siaa.asn.au)

In the case of the Specialist College:

Name: Dr Julie Gustavs  
Position Title: Manager, Evaluations and Systems  
Address: 94-98 Chalmers Street SURRY HILLS  
NSW 2010  
Telephone: (02) 9690 1001  
Facsimile Number: (02) 9690 1321  
Email: [jgustavs@ranzco.edu](mailto:jgustavs@ranzco.edu)

## 1.15 Conflict of Interest

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The Specialist College warrants that it does not have any direct or indirect conflict of interest in relation to this Agreement and shall notify SIAA of any matter that may give rise to an actual or perceived conflict of interest during the Agreement.

## 1.16 General

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This Agreement represents the entire agreement between the parties in relation to the Project and supersedes all prior arrangements.

A provision or a right under this Agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

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This Agreement is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

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## SIGNED as an AGREEMENT

SIGNED by )

**SIMULATION INDUSTRY )**

**ASSOCIATION OF AUSTRALIA )**

**LTD ABN 13 087 862 619 )**

in accordance with section 127 of the )

Corporations Act 2001: )

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Signature of Director/Secretary )

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Name of Director/Secretary )

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Signature of Director

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Name of Director

SIGNED by **ROYAL )**

**AUSTRALIAN AND NEW )**

**ZEALAND COLLEGE OF )**

**OPHTHALMOLOGISTS )**

**ABN <Insert ABN> )**

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in the presence of: )

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Witness )

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Name (printed)

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## Attachment 1 - The Specialist College Submission to the SIAA