Accreditation Agreement

AUSTRALIAN HEALTH PRACTITIONER REGULATION AGENCY (Ahpra)

AND

AUSTRALIAN PSYCHOLOGY ACCREDITATION COUNCIL LIMITED

[Note: This version of the Accreditation Agreement template has been prepared and the Schedules have been tailored for the purposes of funding and monitoring performance of the Australian Psychology Accreditation Council Limited (Accreditation Authority) following the Psychology Board of Australia's decision that the Accreditation Authority will exercise accreditation functions under the National Law as in force in each State and Territory]

Accreditation agreement

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Details

Parties

Name	**The Australian Health Practitioner Regulation Agency**, a body corporate with perpetual succession established by section 23 of the *Health Practitioner Regulation National Law Act 2009*
Short form name	**Ahpra**
Address and notice details	Address: GPO Box 9958, Melbourne, VIC 3001 Email: Martin.Fletcher@ahpra.gov.au Attention: Mr Martin Fletcher

Name	**Australian Psychology Accreditation Council Limited (ACN: 117 279 857)**
ABN	[26 117 279 857
Short form name	**Accreditation Authority**
Address and notice details	Address: PO Box 20 Collins Street West Vic - 8007 Email: d.ensor@apac.au Attention: Mr David Ensor

Background

A The Psychology Board of Australia (**Board**) has decided that the Accreditation Authority will exercise Accreditation Functions for the psychology profession, pursuant to section 43 of the Health Practitioner Regulation National Law as in force in each State and Territory (the **National Law**). Nothing in this Agreement affects the decision of the Board to authorise the Accreditation Authority to undertake the Accreditation Functions.

B In addition to the objectives and guiding principles in the National Law, the priorities of the Board, the Accreditation Authority and Ahpra in administering Accreditation Functions for the psychology profession are as set out under the National Scheme from time to time (**Priorities**).

C Ahpra enters into this Agreement with the Accreditation Authority pursuant to section 44 of the National Law, under which it will:

(a) provide Funds to the Accreditation Authority to use for the purpose of carrying out its Accreditation Functions consistently with this Agreement;

(b) monitor performance of the Accreditation Functions by the Accreditation Authority; and

(c) take into account the independent advice of the Accreditation Committee and document the outcome of its consideration of advice.

D This Agreement is consistent with the Health Profession Agreement between the Board and Ahpra.

E Ahpra will exercise its rights and obligations under this Agreement in accordance with the duties set out in section 234 of the National Law.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this document:

Accreditation Committee means the independently-chaired committee established in 2021 pursuant to the Policy Direction, which provides independent and expert advice on accreditation reform and other National Registration and Accreditation Scheme (**National Scheme**) accreditation matters to National Scheme entities, such as National Boards, accreditation authorities and Ahpra.

Accreditation Functions means the accreditation functions referred to in Part 6 of the National Law which are set out in Schedule 2.

Accreditation Material means all Material that is necessary to perform the Accreditation Functions, that is:

(a) created or developed on or after 1 July 2019 by or on behalf of the Accreditation Authority (either alone or jointly with a third party) in the course of performing the Accreditation Functions in connection with this Agreement; or

(b) developed independently of this Agreement that is:

(i) incorporated in;

(ii) supplied with, or as part of; or

(iii) required to be supplied with, or as part of,

the material referred to in paragraph (a).

Agreement means this agreement, including its schedules.

Ahpra Material means all Material made available to the Accreditation Authority by Ahpra or by the Board to perform the Accreditation Functions.

Approved Accreditation Standards has the meaning given to it in section 5 of the National Law.

Approved Program of Study has the meaning given to it in section 5 of the National Law.

Business Day means a day other than a Saturday, Sunday, bank holiday or public holiday in Melbourne, Victoria.

Claim means any cause of action, allegation, claim, demand, debt, liability, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent or at law (including negligence), in equity, under statute or otherwise.

Commencement Date has the meaning set out in Item 1 of Schedule 1.

Confidential Information of a Disclosing Party means:

(a) the following information regardless of its form and whether the Receiving Party becomes aware of it before or after the date of this Agreement:

(i) information that is by its nature confidential;

(ii) information that is designated by the Disclosing Party as confidential; and

(iii) information the Receiving Party knows, or ought to know, is confidential;

(b) all notes and other records prepared by the Receiving Party based on or incorporating the information referred to in paragraph (a);

(c) the terms and conditions of this Agreement;

(d) all copies of the information, notes and other records referred to in paragraphs (a) and (b);and

(e) in the case of Ahpra includes the Protected Information, Personal Information and Health Information,

but excludes information that:

(i) is or becomes public knowledge (other than as a result of a breach of this Agreement or any other confidentiality obligation by the Receiving Party or any of its permitted disclosees); or

(ii) has been independently developed or acquired by the Receiving Party (whether alone or jointly with any third person) as established by written evidence.

Conflict means any matter, circumstance, interest or activity that reasonably may or may appear to, impair or compromise the ability of the Accreditation Authority to perform the Accreditation Functions and otherwise carry out its duties under this Agreement diligently, independently and in accordance with this Agreement.

Consequential Loss means any loss recoverable at law (other than a loss arising in the usual course of things) which is:

(a) consequential upon other loss;

(b) a loss of opportunity or goodwill;

(c) a loss of profits or revenue;

(d) a loss of use or production;

(e) a loss of anticipated savings or business; or

(f) loss of value of any equipment,

and any costs or expenses incurred in connection with the foregoing.

Corporations Act means the *Corporations Act 2001* (Cth).

Data Breach has the meaning given in the applicable Privacy Law from time to time and includes any unauthorised access to or disclosure or modification of, any misuse or loss of, any interference with, any event that causes denial of access to, or any accidental or unlawful destruction of, any Personal Information.

Disclosing Party means a party who discloses or makes available Confidential Information to the Receiving Party or whose Confidential Information otherwise becomes known to the Receiving Party.

Dispute means any dispute or disagreement concerning:

(a) this Agreement;

(b) the carrying out of the Accreditation Functions;

(c) the provision of Funding by Ahpra; or

(d) the other rights or obligations of the parties under this Agreement.

End Date means the date set out in Item 2 of Schedule 1.

Fee Setting Principles means the principles for setting Third Party Fees set out in Schedule 5, as updated under clause 6.

Funding Principles means the principles for the Accreditation Authority to request, and Ahpra (in consultation with the Board) to determine the Funds to be paid to the Accreditation Authority in each year of the Term, set out in Schedule 4 as updated under clause 6.

Funds means the Funds set out in Item 2 of Schedule 4, as updated under clause 6.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Health Information has the meaning set out in the Privacy Act.

Health Profession Agreement means the agreement entered into by Ahpra with the Board in accordance with section 26 of the National Law.

Initial Term has the meaning set out in clause 3.1(a).

Insolvency Administration means, in relation to a person:

(a) the person ceases to carry on business;

(b) an order is made by a Court of competent jurisdiction for the winding up or dissolution of the person pursuant to the Corporations Act;

(c) any step is taken to appoint a receiver, receiver and manager, trustee in bankruptcy or similar officer over all or any of the assets or undertakings of the person and is not discontinued or withdrawn within five Business Days;

(d) any step is taken by a mortgagee to take possession either directly or by an agent over all or any of the assets, operations, or undertakings of the person and is not discontinued or withdrawn within five Business Days;

(e) any step is taken to appoint a liquidator or provisional liquidator to the person and is not discontinued or withdrawn within five Business Days;

(f) any step is taken to appoint an administrator to the person;

(g) any step is taken to enter into a compromise or deed of arrangement between the person and its creditors; or

(h) the person is insolvent or is presumed insolvent under the Corporations Act.

Intellectual Property Rights means all intellectual property rights, including the following rights:

(a) patents, copyright (including future copyright), rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have information kept confidential;

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

(c) all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including Australia),

whether or not such rights are now existing or created in the future and whether or not such rights are registered or capable of being registered.

Key Performance Indicators means the key performance indicators set out in Schedule 7 as updated under clause 6.

Loss means any loss, damage, liability, cost or expense (including legal expenses on a full indemnity basis) of any kind suffered or incurred or agreed to be paid by way of settlement or compromise.

Material means all documents, records, images, information and data stored by any means, and excludes other physical property.

National Board means the Board and each other national board existing under the National Law from time to time.

National Law means the Health Practitioner Regulation National Law, as in force in each State and Territory.

Personal Information has the meaning set out in the Privacy Act.

Policy Direction means the Mini*sterial Council Policy Direction 2020-1 – Independent Accreditation Committee* issued by Hon. Natasha Fyles MLA to the National Boards and Ahpra on 4 February 2021.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Law means legislation, statutory instruments and any other enforceable codes or guidelines regulating the collection, use and/or disclosure of Personal Information that applies to any of the parties or to this Agreement.

Proportionate Liability Legislation includes:

(a) *Civil Law (Wrongs) Act 2002* (ACT) Ch 7A;

(b) *Civil Liability Act 2002* (NSW) Pr 4;

(c) *Law Reform (Miscellaneous Provisions) Act 1946* (NSW);

(d) *Law Reform (Miscellaneous Provisions) Act 1965* (NSW);

(e) *Proportionate Liability Act 2005* (NT);

(f) *Civil Liability Act 2003* (Qld) Ch2, Pt2;

(g) *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA) Pt 3;

(h) *Wrongs Act 1958* (Vic) Pt IVAA;

(i) *Civil Liability Act 2002* (Tas) Pt 9A;

(j) *Civil Liability Act 2002* (WA) Pt 1F;

(k) Corporations Act;

(l) *Competition and Consumer Act 2010* (Cth);

(m) *Australian Securities and Investments Commission Act 2001* (Cth); and

(n) State based Fair Trading legislation to the extent such legislation would apply to any matter arising out of this Agreement.

Protected Information has the meaning set out in section 214 the National Law.

Receiving Party means a party to this Agreement who obtains Confidential Information of the other party to this Agreement.

Recipient Created Tax Invoice has the same meaning as in the GST Act but for the avoidance of doubt means when Ahpra, the recipient of the performance of the Accreditation Functions creates the tax invoice on behalf of the Accreditation Authority.

Rectification Plan has the meaning given in clause 9(a).

Subcontractor means a third party engaged by the Accreditation Authority to perform some of the Accreditation Authority's Accreditation Functions.

Subsequent Term has the meaning set out in clause 3.2(a).

Taxable Supply has the same meaning as in the GST Act, but for the avoidance of doubt means the obligations of the Accreditation Authority under the terms of this Agreement.

Tax Invoice has the same meaning as in the GST Act, but for the avoidance of doubt means an invoice issued for taxable supply for the performance of the Accreditation Functions.

Taxes means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged, together with all costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to their imposition.

Term has the meaning set out in clause 3.1.

Third Party Fees means the fees that the Accreditation Authority charges third parties (including education providers and overseas qualified practitioners) in connection with the performance of the Accreditation Functions.

Transition Plan has the meaning set out in clause 10.5(a).

Transition Planning Date means the earlier of:

(a) the date that is six months prior to the End Date; and

(b) the date that either:

(i) the parties agree to terminate this Agreement under clause 10.1;

(ii) Ahpra exercises its right to terminate this Agreement under clause 10.2; or

(iii) the Accreditation Authority exercises its right to terminate this Agreement under clause 10.3.

Work Plan means the work plan set out in Schedule 3, as updated under clause 6.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to **A$**, **$A**, **dollar**, **AUD** or **$** is to Australian currency;

(f) a reference to time is to Melbourne, Australia time;

(g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;

(k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;

(l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and

(m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Priority of documents

Unless this Agreement expressly provides otherwise, if there is any inconsistency between any one or more of:

(a) the body of this Agreement; and

(b) a schedule to this Agreement,

the order of precedence between them will be the order set out above, with the terms set out in the body of this Agreement having the highest level of precedence.

2. Inconsistency

(a) The parties agree that if there are changes to the National Law or any relevant decisions by Ministers which may impact on the ability of either party to comply with this Agreement they will promptly meet to negotiate amendments to this Agreement (using reasonable endeavours and acting in good faith) to resolve that issue.

(b) If the parties cannot reach agreement under paragraph (a) within 180 Business Days, either party may terminate this Agreement by written notice to the other party.

(c) The period of 180 Business Days specified in paragraph (b) may be extended by agreement between the parties in writing.

3. Term

3.1 Initial Term

This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with clause 10, continues:

(a) until the End Date (**Initial Term**); or.

(b) if Ahpra exercises its extension rights under clause 3.2, the Subsequent Term,

(**Term**).

3.2 Subsequent Term

(a) The parties may extend the term of this Agreement for a period of up to three further years beyond the Initial Term (**Subsequent Term**) by written agreement before the end of the Initial Term.

(b) The Subsequent Term will be on the same terms and conditions as this Agreement.

4. Performance

4.1 Performance of Accreditation Functions

(a) The Accreditation Authority agrees to perform the Accreditation Functions:

(i) in compliance with all applicable laws and regulatory requirements; and

(ii) in accordance with the Work Plan and so as to achieve the Key Performance Indicators.

(b) The Accreditation Authority agrees to take into account the independent Accreditation Committee's advice when exercising its functions for the purpose of the National Law and to document the outcome of its consideration of that advice.

(c) The parties acknowledge that they may enter into a separate agreement if Ahpra, in consultation with the Board, decides to engage the Accreditation Authority to undertake activities or perform services beyond the scope of the Accreditation Functions.

4.2 Standards of performance of Accreditation Functions

(a) The Accreditation Authority must:

(i) ensure that its Personnel perform the Accreditation Functions with due care, skill and judgement, in an efficient, professional and cost-effective manner;

(ii) ensure that its resources performing the Accreditation Functions have the necessary skills, expertise, qualifications and training to perform those functions to a high professional standard;

(iii) continually maintain an accurate and up to date list of all Personnel engaged to perform the Accreditation Functions, and promptly provide this to Ahpra on request;

(iv) comply with any reasonable direction of Ahpra in relation to its Personnel or the performance of the Accreditation Functions; and

(v) ensure that it is able to provide Ahpra all information that is necessary for Ahpra to comply with the *Freedom of Information Act 1982* (Cth) and the requirements of any public sector auditor or ombudsman (provided that it is lawful and reasonable to do so).

(b) If Ahpra notifies the Accreditation Authority that, in Ahpra's opinion (acting reasonably), the Accreditation Authority is not performing the Accreditation Functions or is unlikely to perform the Accreditation Functions in accordance with the requirements set out in this Agreement, then the Accreditation Authority must:

(i) use its best endeavours to attempt to resolve the problem with the performance of the Accreditation Functions;

(ii) report to Ahpra what the Accreditation Authority is doing to resolve the problem; and

(iii) if required by Ahpra, work with Ahpra in good faith to resolve the problem by other means agreed by the parties (which may include reducing the scope of the performance of the Accreditation Functions in question, with a corresponding reduction in Funding).

4.3 Compliance with the National Law and policies

(a) In performing the Accreditation Functions, the Accreditation Authority must comply with:

(i) the National Law, and in particular in relation to reporting notifiable conduct under the National Law to Ahpra; and

(ii) reasonable and lawful policies and directions regarding the performance of the Accreditation Functions which Ahpra or the Accreditation Committee notifies to Accreditation Authority from time to time.

(b) The Accreditation Authority must, as soon as practicable, notify Ahpra if it becomes aware of a breach of clause 4.3(a).

5. Financial Arrangements

5.1 Funding arrangements

(a) The parties agree to the Funds and Funding Principles set out in Schedule 4.

(b) The parties agree that Ahpra, in consultation with the Board, will apply the Funding Principles in determining the Funds payable to the Accreditation Authority in each year of the Term.

5.2 Payment of Funds

(a) Ahpra will pay the Accreditation Authority the Funds in instalments on the dates set out in Schedule 4, subject to:

(i) the Accreditation Authority providing a Tax Invoice to Ahpra in respect of those instalments;

(ii) the Accreditation Authority providing Ahpra with the reports and supporting documentation set out in Schedule 6;

(iii) Ahpra, in consultation with the Board, being reasonably satisfied that the reports and supporting documentation provided by the Accreditation Authority demonstrate that the Accreditation Authority has:

(A) performed the Accreditation Functions in accordance with this Agreement;

(B) performed related activities specified in the Work Plan by the relevant date specified in the Work Plan; and

(C) considered the independent Accreditation Committee's advice when exercising its functions for the purpose of the National Law.

(iv) Ahpra, in consultation with the Board, being reasonably satisfied that reports and supporting documentation provided by the Accreditation Authority demonstrate that the Funds paid to date have been applied only towards the performance of the Accreditation Functions, and related activities specified in the Work Plan.

(b) Where there is a material failure by the Accreditation Authority to satisfy the requirements in clauses 5.2(a)(ii) to (iv), Ahpra, in consultation with the Board, may request that the Accreditation Authority take appropriate remedial action to satisfy the requirements of clauses 5.2(a)(ii) to (iv) within a reasonable period.

(c) Where:

(i) Ahpra has requested that the Accreditation Authority take remedial action under clause 5.2(b); and

(ii) the Accreditation Authority has not rectified the material failure to satisfy the requirements of clauses 5.2(a)(ii) to (iv) within a reasonable period; and

(iii) the material failure by the Accreditation Authority to satisfy the requirements in clauses 5.2(a)(ii) to (iv) is impacting on Ahpra and/or the Board performing their functions under the National Law;

Ahpra, in consultation with the Board, may suspend payment of the Funds until the Accreditation Authority has rectified the material failure to satisfy the requirements of clauses

5.2(a)(ii) to (iv) within such reasonable period as specified by Ahpra, in consultation with the Board, in writing.

(d) Where:

(i) Ahpra has suspended payment of the Funds under clause 5.2(c); and

(ii) the Accreditation Authority has rectified the material failure to satisfy the requirements of clauses 5.2(a)(ii) to (iv);

Ahpra must pay the Funds within 15 Business Days of the date the Accreditation Authority provides documentation to Ahpra that demonstrates it has rectified the material failure.

5.3 Accountability for use of Funds

The Accreditation Authority agrees to:

(a) use the Funds only for the performance of the Accreditation Functions, and related activities specified in the Work Plan;

(b) maintain accounts relating to use of the Funds that meet relevant Australian accounting and financial reporting standards; and

(c) submit financial reports as set out in Schedule 6 of this Agreement.

5.4 Third Party Fees

The Accreditation Authority agrees to apply the Fee Setting Principles in setting Third Party Fees.

5.5 GST

(a) Words or expressions used in this clause 5.5 which are defined in the GST Law have the same meaning in this clause.

(b) Any consideration to be paid or provided for a supply made under or in connection with this agreement unless specifically described in this agreement as 'GST inclusive', does not include an amount on account of GST.

(c) Each payment under this Agreement shall be increased by an amount equal to any GST payable with respect to a Taxable Supply (if any) for which the payment is made provided that, with each relevant claim for payment, the Accreditation Authority submits a Tax Invoice, unless the parties have agreed in writing to have issued a Recipient Created Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.

(d) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

5.6 Unused Funds at the end of the Term

Unless otherwise agreed between the parties in writing, all Funds paid but not used or not applied by the Accreditation Authority in accordance with this Agreement at the end of the Term must be returned to Ahpra within 30 Business Days of the end of the Term.

6. Review

(a) Either party may initiate discussions on the:

(i) Work Plan;

(ii) Funds;

(iii) Funding Principles;

(iv) Fee Setting Principles;

(v) reporting and documentation requirements set out in Schedule 6; and

(vi) Key Performance Indicators,

from time to time.

(b) Where a party initiates discussions under clause 6(a)(i) or 6(a)(ii), Ahpra, in consultation with the Board, will:

(i) conduct a review of the Work Plan or Funds including seeking advice from the Accreditation Authority; and

(ii) acting in good faith and in consultation with the Board, consider whether any changes are required and confirm the Work Plan or Funds going forward, taking into account:

(A) in relation to changes to the Work Plan, the Accreditation Authority's current performance of the Accreditation Functions and any request from the Accreditation Authority for any changes to the Work Plan;

(B) in relation to changes to the Funds, the Funding Principles and any request from the Accreditation Authority for any changes to the Funds; and

(C) any other factor which Ahpra and the Board consider materially relevant.

with any review under this clause 6(b) to occur not more than once annually, unless there is a significant reason for the review to be conducted on a more frequent basis.

(c) Where a party initiates discussions in relation to clause 6(a)(iii) to 6(a)(vi), Ahpra, in consultation with the Board, will conduct a review of the:

(i) Funding Principles;

(ii) Fee Setting Principles;

(iii) reporting and documentation requirements set out in Schedule 6; and/or

(iv) Key Performance Indicators; and

acting in good faith and in consultation with the Board, consider whether any changes are required and confirm the Work Plan or Funds going forward, taking into account any request from the Accreditation Authority for any changes.

(d) If the parties agree in writing to any changes to the items listed in clause 6(a)(i) to 6(a)(vi), those changes will commence from the date of that agreement.

7. Publication

(a) If the Accreditation Authority wishes to publish information regarding the performance of the Accreditation Functions and the information refers to Ahpra and/or any of the National Boards, it must:

(i) give Ahpra a copy of the proposed publication at least 30 Business Days before doing so;

(ii) consider Ahpra's comments regarding the proposed publication; and

(iii) modify or delete any part of the proposed publication that:

(A) refers to Ahpra and/or the National Board;

(B) Ahpra and/or the National Board reasonably believes contains Ahpra's or the National Board's Confidential Information or Intellectual Property Rights; or

(C) is contrary to the interests of the National Scheme and is inconsistent with the public interest.

(b) The Accreditation Authority acknowledges that Ahpra or any of the National Boards may issue public statements and publish information regarding this Agreement or the performance of the Accreditation Functions in its absolute discretion without the consent of the Accreditation Authority.

8. Reporting, records and auditing

8.1 Reporting

The Accreditation Authority must:

(a) keep full and accurate records about its performance of the Accreditation Functions, including records about progress against any applicable milestones, the receipt and use of Funding and the creation of Intellectual Property Rights as a result of the performance of the Accreditation Functions;

(b) retain such records for a period of no less than seven years after the end of the Term; and

(c) provide to Ahpra the reports and supporting documentation in accordance with the timeframes and form and content requirements set out in Schedule 6.

8.2 Audit by Ahpra

(a) The Accreditation Authority must permit Ahpra, in consultation with the Board (or any person authorised by Ahpra, in consultation with the Board) and on reasonable notice, to conduct an audit of the relevant records of the Accreditation Authority:

(i) if Ahpra, in consultation with the Board, identifies significant concerns or risks related to the performance of the Accreditation Functions;

(ii) if the financial returns or other records of the Accreditation Authority give rise to reasonable concerns as to the Accreditation Authority's compliance with its obligations under this Agreement;

(iii) to establish whether the Funding has been expended or otherwise dealt with in accordance with this Agreement; or

(iv) to investigate the Accreditation Authority's compliance with its obligations under this Agreement.

(b) For the purposes of conducting an audit under clause 8.2(a), the Accreditation Authority must:

(i) co-operate with Ahpra and any person authorised by Ahpra in relation to the conduct of theaudit;

(ii) permit access to, inspection of and the copying of the financial and other books, records and any other materials by any person authorised by Ahpra, to the extent required for the purposes of the audit, within 10 Business Days of a written request by Ahpra or as otherwise agreed between the parties in writing; and

(iii) answer all relevant enquiries from, and assist, any person authorised by Ahpra in the conduct of the audit.

9. Rectification Plan

(a) If Ahpra, in consultation with the Board, is of the reasonable opinion that the Accreditation Authority has not met any of the Key Performance Indicators in any quarter, Ahpra may require the Accreditation Authority to prepare and provide a plan detailing how the Accreditation Authority proposes to rectify its failure to meet those Key Performance Indicators (**Rectification Plan**).

(b) The Rectification Plan must include measures and conditions that will enable the Accreditation Authority to meet the Key Performance Indicators in the following quarter.

(c) The Accreditation Authority must provide Ahpra the Rectification Plan within 20 Business Days of the date on which Ahpra requested the Rectification Plan under paragraph 9(a), for Ahpra's approval (in consultation with the Board).

(d) If the parties do not reach an agreement on the Rectification Plan in accordance with paragraph (c), they must refer the matter to the dispute resolution process in clause 16.

(e) The Accreditation Authority must comply with the Rectification Plan approved under paragraph (c) or finalised after referral under paragraph (d) (as applicable).

10. Termination and refund

10.1 Termination by mutual agreement

This Agreement may be terminated by the parties' agreement in writing.

10.2 Termination for breach by Ahpra

Where Ahpra, in consultation with the Board, is of the reasonable opinion that:

(a) the Accreditation Authority has failed to comply with any of its material obligations under this Agreement and, where the act or omission is capable of remedy by the Accreditation Authority, the Accreditation Authority has failed to take appropriate remedial action within such reasonable period as specified by Ahpra, in consultation with the Board, in writing;

(b) the Accreditation Authority has failed to comply with its obligations under any Rectification Plan or, despite compliance with the Rectification Plan, does not meet the Key Performance Indicators included in that Rectification Plan in the following quarter or as otherwise agreed between the parties in writing;

(c) the Accreditation Authority has engaged in fraudulent behaviour, there has been any misappropriation of Funds by the Accreditation Authority or there has otherwise been any misleading or deceptive conduct on the part of the Accreditation Authority in connection with this Agreement or the obtaining, provision or use of the Funds, and where the conduct or consequences of the conduct are capable of remedy by the Accreditation Authority, the Accreditation Authority has failed to remedy the conduct or consequences of the conduct within such reasonable period as specified by Ahpra, in consultation with the Board, in writing;

(d) the Accreditation Authority has engaged in, or clearly will engage in, conduct which significantly adversely affects, or is likely to significantly adversely affect, the goodwill or reputation of Ahpra and/or the National Boards, and the Accreditation Authority has failed to take appropriate remedial action within such reasonable period as specified by Ahpra, in consultation with the Board, in writing; or

(e) the Accreditation Authority has, or is likely to, become subject to Insolvency Administration,

Ahpra, in consultation with the Board, may terminate this Agreement immediately by giving written notice to the Accreditation Authority.

10.3 Termination by the Accreditation Authority

The Accreditation Authority may terminate this Agreement if Ahpra fails to pay the relevant instalment of Funds under clause 5.2 by the date set out in Schedule 4, and fails to remedy this failure to pay within 30 days of being notified in writing by the Accreditation Authority to remedy such failure.

10.4 Consequences of termination

(a) Ahpra will have no obligation to pay any further Funding to the Accreditation Authority after the end of the Term.

(b) Termination of this Agreement will not affect the accrued rights, claims or liabilities of a party under this Agreement.

10.5 Transition

(a) On and from the Transition Planning Date, the parties agree, for the purpose of business continuity and to ensure the ongoing protection of the public and the responsibility to the profession, to meet and use their best endeavours to agree (acting in good faith) a plan for smooth transition of the Accreditation Functions which includes:

(i) the key steps in the transition and the process for undertaking each of those steps, including the delivery to Ahpra of copies of the Accreditation Material the subject of the licences in clauses 11.3 and 11.4 not already in the possession of Ahpra;

(ii) the timetable for the transition (which must be less than 12 months, including when the transition process is to begin and when it is expected to be completed, when each of the key steps in the transition will be undertaken and any other relevant dates or milestones during the transition;

(iii) a list of key contacts involved in the transition and their roles and responsibilities, including representatives at the Accreditation Authority and Ahpra who will be responsible for coordinating the transition, and the contacts at the organisation(s) taking over the Accreditation Functions;

(iv) a list of any Accreditation Functions that the Accreditation Authority is no longer required to supply or deliver;

(v) a communication plan to inform relevant stakeholders about the transition; and

(vi) any other relevant details or information that the parties consider necessary to effect a smooth transition of the Accreditation Functions,

(**Transition Plan**).

(b) If Ahpra and the Accreditation Authority do not reach agreement on the Transition Plan within 20 Business Days of the Transition Planning Date, the parties must refer the matter to the dispute resolution process in clause 16.

(c) The Accreditation Authority must:

(i) comply with the Transition Plan agreed under paragraph (a) or finalised after referral under paragraph (b) (as applicable); and

(ii) otherwise do everything reasonably necessary to assist the National Board with the transition of the Accreditation Functions.

10.6 Refund of Funds

Where clause 10.2(a) or (b) applies and the Agreement is terminated, Ahpra may require the Accreditation Authority to refund such amount of the Funds previously paid as Ahpra, in consultation with the Board, reasonably deems appropriate, from the date of the relevant Fund payment until the date on which that amount is refunded.

10.7 Obligation to notify

The Accreditation Authority must promptly notify Ahpra if:

(a) any event or circumstance occurs or arises that results or is likely to result in a significant deterioration in the financial circumstances of the Accreditation Authority; or

(b) the Accreditation Authority becomes, or is likely to become, subject to Insolvency Administration.

10.8 No derogation

Nothing in this Agreement, including this clause 10, affects any rights or remedies otherwise available to Ahpra, the Board or the Accreditation Authority at law.

11. Intellectual Property Rights

11.1 Ownership of Intellectual Property Rights in Accreditation Material

The Intellectual Property Rights subsisting in all Accreditation Material are retained by the Accreditation Authority.

11.2 Access to Intellectual Property Rights in Accreditation Material

The parties agree that:

(a) when exercising Accreditation Functions, accreditation authorities are working within a statutory framework in the public interest described in the objectives and guiding principles of the National Law;

(b) the ability of the Accreditation Authority to derive income from third party fees is directly enabled by the Accreditation Authority being assigned functions and accessing a power to charge fees pursuant to its exercise of these functions; and

(c) in order to ensure business continuity, the continued protection of the public and the responsibility to the profession, Ahpra requires access to the Accreditation Material as set out in this clause 11.

11.3 Licence to exercise Intellectual Property Rights in Accreditation Material relating to accreditation standards, accreditation reports and outcomes of assessment of overseas qualified practitioners

(a) The Accreditation Authority grants to Ahpra a perpetual, irrevocable, royalty-free, fee-free, world-wide, non-exclusive licence (including a right to sublicense) to exercise the Intellectual Property Rights in Accreditation Material specified in sub-clause 11.3(b), for the purpose of an accreditation authority performing Accreditation Functions in accordance with the National Law.

(b) The licence under sub-clause 11.3(a) covers the following Accreditation Material only:

(i) accreditation standards which are approved or are being developed for approval under the National Law;

(ii) any accreditation reports and outcomes of assessment of overseas qualified practitioners by the Accreditation Authority sought for purposes relating to functions of

the National Board as set out in section 35 of the National Law and functions of Ahpra as set out in section 25 of the National Law;

(iii) current and historic lists of accredited programs;

(iv) accreditation decisions on the assessment of education programs and individuals; and

(v) other Accreditation Material requested by Ahpra from time to time where requested by the Board.

(c) The Accreditation Authority must:

(i) provide Ahpra with a copy of the Accreditation Material the subject of the licence in this clause 11.3 within 10 Business Days of a request from Ahpra where:

(A) Ahpra and/or the Board considers it is relevant to its assessment of a Rectification Plan submitted by the Accrediation Authority's under clause 9 or the Accrediation Authority's compliance with any such Rectification Plan;

(B) Ahpra and/or the Board has reasonable concerns regarding the continuity of Accreditation Functions by the Accreditation Authority; or

(C) Ahpra and/or the Board has reasonable concerns regarding the financial viability of the Accreditation Authority; and

(ii) ensure that any copy of Accreditation Material provided under paragraph 11.3(c)(i) is identical to the Accreditation Material used by the Accreditation Authority in the course of performing the Accreditation Functions at the time that copy is provided.

11.4 Licence to exercise Intellectual Property Rights in Material relating to examination and assessment of overseas qualified practitioners required by the National Board under the National Law

(a) This clause 10.4 has no force or effect unless and until one of the events in clause 11.4(b)(i) to 11.4(b)(v) occurs.

(b) If:

(i) the Accreditation Authority merges with another person, entity or body and the merged person, entity or body notifies Ahpra in writing that it does not wish to deliver examinations and assessments of overseas qualified practitioners required by the National Board under the National Law;

(ii) the Accreditation Authority is placed under external administration;

(iii) the Accreditation Authority notifies Ahpra in writing that it no longer wishes to deliver examinations and assessments of overseas qualified practitioners required by the National Board under the National Law;

(iv) the Accreditation Authority ceases to exercise the Accreditation Functions, at the end of the Term, due to a decision made by the National Board under section 43 of the National Law; or

(v) the Accreditation Authority ceases to exercise the Accreditation Functions before the end of the Term, due to termination of this Agreement,

the Accreditation Authority grants to Ahpra, or must use reasonable endeavours to ensure the person, entity or body who will own the Intellectual Property Rights grants to Ahpra, a

perpetual, irrevocable, royalty-free, fee-free, world-wide, non-exclusive licence (including a right to sublicense) to exercise the Intellectual Property Rights in Accreditation Material, for the purpose of an accreditation authority performing Accreditation Functions in accordance with the National Law.

(c) Where a licence to exercise Intellectual Property Rights is granted pursuant to sub-clause 11.4(b), then that licence is granted subject to the following terms and conditions:

(i) Ahpra and the National Board must take, and must ensure any sub-licensee or other person or statutory entity given access to the Material concerned takes, all practicable steps to ensure the protection of the confidentiality and integrity of the Material; and

(ii) Ahpra or the National Board must give the Accreditation Authority prior written notice of its intention to exercise the licence granted under sub-clause 11.4(b) and how the licence will be used to deliver accreditation functions.

11.5 Ownership of Intellectual Property Rights in Ahpra Material

The Intellectual Property Rights subsisting in all Ahpra Material are retained by Ahpra.

11.6 Licence to exercise Intellectual Property Rights in Ahpra Material

Ahpra grants the Accreditation Authority a royalty-free, licence fee-free, world-wide, non-exclusive licence to exercise the Intellectual Property Rights subsisting in the Ahpra Material during the Term, solely to the extent necessary for the Accreditation Authority to perform the Accreditation Functions and comply with its obligations under this Agreement.

11.7 Obligation to report granting of licences and sub-licences

(a) If a party grants a licence to another entity to exercise the Intellectual Property Rights subsisting in Accreditation Material, the party granting the licence must notify the other party within 7 Business Days of the granting of the licence.

(b) The notice for the purposes of clause 11.7(a) must include the terms of the licence and the identity of the entity granted the licence.

(c) For the purposes of this clause 11.7, a licence includes a sub-licence.

11.8 Moral Rights

The Accreditation Authority:

(a) agrees not to (and to ensure that its personnel do not) enforce against Ahpra or the Board any 'Moral Rights' (as defined in the *Copyright Act 1968* (Cth)), it (or any of its personnel) may have in Accreditation Material, so that Ahpra is able to enjoy the full benefit of the use of the Accreditation Material as permitted under this Agreement; and

(b) warrants that use of the Accreditation Material as permitted under this Agreement will not infringe the Moral Rights of any other person.

11.9 Warranties

Each party warrants that the performance of its obligations in accordance with this Agreement will not infringe any other person's Intellectual Property Rights or other rights at law.

12. Indemnity

12.1 Indemnity

(a) The Accreditation Authority indemnifies (and must keep indemnified) the relevant National Board, Ahpra, and each of their officers, employees and agents (referred to in this clause as

'those indemnified') from and against all Losses sustained or incurred by those indemnified and arising out of or as a consequence of:

(i) any Claim against any of those indemnified in relation to any act or omission of the Accreditation Authority, its officers, employees, contractors or agents in connection with its performance of the Accreditation Functions;

(ii) any negligent, reckless or unlawful act or omission of the Accreditation Authority, its officers, employees, contractors or agents in connection with its performance of the Accreditation Functions; and

(iii) any breach of clause 14 or any representation or warranty given by the Accreditation Authority under this Agreement,

except to the extent that Loss attaches to Ahpra under section 236(2) of the National Law.

(b) The Accreditation Authority's liability to indemnify those indemnified under this clause 12 will be reduced proportionally to the extent that any negligent, reckless or unlawful act or omission on the part of those indemnified directly caused the relevant Loss.

(c) The right of those indemnified to be indemnified under this clause 12.1 is in addition to, and not exclusive of, any other right, power, or remedy provided by law but those indemnified are not entitled to be compensated in excess of the amount of the relevant Loss.

(d) Ahpra holds the benefit of this indemnity on trust for the benefit of the National Board and Ahpra's personnel.

(e) Nothing in this Agreement is intended to limit or otherwise contract out of Proportionate Liability Legislation or any liability that attaches to Ahpra under section 236(2) of the National Law.

12.2 Exclusion of Consequential Loss

Without prejudice to Ahpra's right to recover Funds under this Agreement, neither party is liable to the other party under this Agreement at law or otherwise for any Consequential Loss. This clause does not apply to the indemnity in clause 12.1(a).

13. Insurance

(a) The Accreditation Authority will, at its cost, take out and maintain all appropriate insurance that would be maintained by a prudent provider of the Accreditation Functions, including the insurances specified in Item 3 of Schedule 1, with an insurer recognised by the Australian Prudential Regulation Authority or regulated by a State or Territory Auditor-General.

(b) The Accreditation Authority must maintain such insurance:

(i) in the case of insurance issued on a claims made basis, for seven years after the end of the Term; or

(ii) otherwise, for the Term.

(c) Whenever requested, the Accreditation Authority must provide Ahpra, within 10 Business Days of the request, with a current certificate of currency and any other evidence Ahpra may reasonably require as evidence that the Accreditation Authority has complied with its obligation under this clause 13.

14. Confidentiality and privacy

14.1 Duty of Confidentiality

The parties acknowledge they are each bound by the duty of confidentiality set out in section 216 of the National Law.

14.2 Obligations of confidentiality

(a) Without limiting clause 14.1, each party agrees not to disclose or permit the disclosure of Confidential Information of the other party (**Discloser**) or any information relating to the Funds (including this Agreement), except:

(i) with the prior written consent of the Discloser;

(ii) to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency or in connection with legal proceedings;

(iii) where otherwise permitted under this Agreement;

(iv) to the recipient's legal advisers or accountants or tax advisers in order to obtain advice in relation to its rights under this Agreement; or

(v) in the case of Ahpra, for public accountability reasons, including a request for information by parliament or a parliamentary committee, or the National Health Practitioners Ombudsman or Privacy Commissioner,

and then only to the extent strictly necessary for that purpose.

(b) In performing the Accreditation Functions, the Accreditation Authority must:

(i) comply with the Privacy Lawsin the same way that Ahpra would be bound to comply with those Privacy Laws; and

(ii) do anything reasonably necessary within its power to ensure Ahpra is able to comply with those Acts and policies.

(c) Upon request by Ahpra:

(i) the Accreditation Authority must direct persons it engages to perform Accreditation Functions, to sign a confidentiality deed before giving them access to any of Ahpra's or a National Board's Confidential Information; and

(ii) if the Accreditation Authority becomes aware of a breach (or possible or anticipated breach) of the confidentiality deed, it must take reasonable action to enforce the deed, including all reasonable actions directed by Ahpra, and it authorises Ahpra to enforce the deed if necessary.

14.3 Disclosure required by law

Prior to disclosing Confidential Information of the other party under clause 14.2(a)(ii) a party will, if it is able to do so without breaching any law and if time constraints reasonably permit, provide prior notice to the other party and give the other party a reasonable opportunity to object to the disclosure.

14.4 Obligations on disclosure

If a party discloses Confidential Information of the other party under clauses 14.2(a)(i), 14.2(a)(iii) or 14.2(a)(iv), the party making the disclosure must ensure that each person to whom the Confidential Information is disclosed is aware of the obligations under this clause 14 and agrees to keep the Confidential Information confidential as if it was bound by the obligations of confidentiality imposed on the party making the disclosure under this clause 14. Nothing in this clause 14.4 derogates from Ahpra's obligations under freedom of information or privacy legislation.

14.5 Upon completion of Accreditation Functions

After the Accreditation Authority completes the performance of Accreditation Functions it must:

(a) return to Ahpra, or at Ahpra's request, securely destroy any hard copies of Ahpra's Confidential Information, Protected Information and any Personal Information acquired under this Agreement it holds; and

(b) delete any electronic copies of Ahpra's Confidential Information, Protected Information and any Personal Information acquired under this Agreement it holds, or securely destroy the medium (e.g. disc) on which those electronic copies are held;

unless, it is legally required to keep that information for record-keeping purposes.

14.6 Data Breach

If the Accreditation Authority suspects or has reasonable grounds to believe that a Data Breach involving Ahpra's Confidential Information has occurred, the Accreditation Authority must:

(a) notify Ahpra promptly of the Data Breach;

(b) conduct an assessment of the Data Breach and determine if serious harm is likely to any affected individual and, if requested by Ahpra, allow Ahpra to participate in that assessment;

(c) take all reasonable steps to:

(i) contain and remedy the Data Breach;

(ii) mitigate against the adverse effect and harm arising from the Data Breach; and

(iii) prevent a similar Data Breach in the future; and

(d) provide Ahpra with all information that Ahpra reasonably requests about the Personal Information affected by the Data Breach.

14.7 Notifiable Data Breach

If the Accreditation Authority (after complying with clause 14.6) or Ahpra determine that a Data Breach is notifiable under the applicable Privacy Law (**Notifiable Data Breach**):

(a) the parties will meet to discuss and endeavour to agree on which party shall notify the Notifiable Data Breach (and if the parties are unable to agree, then Ahpra will, acting reasonably, determine which party will issue that notification);

(b) if the Accreditation Authority is to issue a notification, then it must:

(i) as soon as possible, but within 3 Business Days, provide Ahpra with a draft of the notification;

(ii) make any changes to the draft notification that are reasonably directed by Ahpra; and

(iii) make the notification in accordance with the requirements of the applicable Privacy Law (including within any applicable time periods);

(c) if Ahpra is to issue the notification, then it will:

(i) as soon as possible, but within 5 Business Days, notify the Accreditation Authority and provide a draft of the notification;

(ii) make any changes to the notification that are reasonably required by the Accreditation Authority for consistency with the applicable Privacy Law; and

(iii) make the notification in accordance with the requirements of the applicable Privacy Law (including within any applicable time periods).

15. Conflict

15.1 Warranty

The Accreditation Authority warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date, no Conflict exists or is likely to arise in the performance of the Accreditation Authority's obligations under this Agreement.

15.2 Conflict during the Term

If a Conflict arises during the Term, the Accreditation Authority must notify Ahpra in writing immediately of the Conflict, make full disclosure of all relevant information relating to the Conflict and take such steps as Ahpra, in consultation with the Board, requires to resolve or otherwise deal with the Conflict.

15.3 Failure to resolve Conflict

If the Accreditation Authority fails to notify Ahpra under this clause 15, or is unable or unwilling to resolve or deal with the Conflict as required, Ahpra, in consultation with the Board, may terminate this Agreement in accordance with clause 10.2(a).

16. Dispute Resolution

16.1 No court proceedings

If a dispute arises in relation to this Agreement (**Dispute**), a party must not commence court proceedings or arbitration relating to the Dispute without first complying with this clause 16, except proceedings for urgent interlocutory relief.

16.2 Notice of dispute and referral to senior representatives

(a) If a Dispute arises, either party may at any time give written notice of the Dispute to the other party, outlining the nature of the Dispute and requesting that a meeting take place between the parties' senior representatives to seek to resolve the Dispute. The parties' senior representatives must use best endeavours to ensure that such a meeting is held within 10 Business Days of a notice being issued under clause 16.2(a).

(b) The parties' senior representatives must use best endeavours to resolve any Dispute promptly and in good faith without involving other parties. However, if the parties' senior representatives are unable to settle a dispute within 10 Business Days of the first notice issued under clause 16.2(a), either party may by notice to the other (Mediation Notice) refer the Dispute to mediation under clause 16.3.

16.3 Referral to mediation

(a) If a Dispute is referred to mediation under clause 16.2(b), the parties agree to jointly appoint a mediator to settle the Dispute.

(b) If the parties cannot agree on a mediator within seven Business Days of the Mediation Notice being issued, then either party may request the President of the Law Institute of Victoria to choose a mediator.

(c) The mediator will choose the rules for the mediation.

(d) Each of the parties agrees to co-operate fully with the mediator, and to act in good faith and use its best endeavours in an effort to resolve the Dispute.

(e) The mediator must seek to resolve the Dispute within 30 days of his or her appointment and if the Dispute is not resolved then, either party may bring legal proceedings in respect of the Dispute.

16.4 Performance of obligations

The parties must at all times during a Dispute proceed to fulfil their respective obligations under this Agreement.

16.5 Other

Where a party fails to comply with this clause 16 in relation to a Dispute, the other party is not required to comply with this clause 16 in relation to that Dispute.

16.6 Implementation of agreement or other resolution

The parties must do whatever is reasonably necessary to put into effect any negotiated agreement or other resolution of any Dispute.

17. Notices

(a) Any notice, demand, consent, approval or communication required by or permitted under this Agreement shall be deemed to be duly served if delivered to the recipient's electronic mail (e-mail) address for notices specified at the beginning of this Agreement, as varied by any notice given by the recipient to the sender.

(b) Notices may be delivered by electronic mail and shall be deemed to be duly served if the message is correctly addressed and successfully transmitted to that party's electronic mail (e-mail) address, at the time that the sender's computer records that the transmission was successful.

18. Miscellaneous

18.1 Governing law and jurisdiction

This Agreement shall be governed by the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

18.2 Counterparts

This Agreement may be executed in counterparts (including electronically). All executed counterparts constitute one document.

18.3 Equal opportunity, anti-discrimination and privacy legislation

The Accreditation Authority shall comply with the provisions of all applicable Commonwealth and State privacy, anti-discrimination and equal opportunity legislation.

18.4 Negation of partnership and agency

The Accreditation Authority shall not, by virtue of this Agreement, or for any purpose, be deemed to be a partner or agent of Ahpra or as having any power or authority to bind or represent Ahpra, and must not represent that it has any such authority.

18.5 Assignment

The Accreditation Authority must not assign or otherwise deal with this Agreement or any right under it without the prior written consent of Ahpra (acting reasonably).

18.6 Subcontracting

The Accreditation Authority remains fully responsible for the performance of all of its obligations under this Agreement and for all costs incurred with respect to its Subcontractors and is liable for acts and omissions of its Subcontractors as though they were actions of the Accreditation Authority itself.

18.7 Severance

Each provision of this Agreement, and each part thereof shall, unless the context requires otherwise, be read and construed as a separate or severable provision, or as a separate and severable part thereof, so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision, or part thereof, shall be severed and the remainder shall be read and construed as if the severable provision or part thereof, has never existed.

18.8 Variation

(a) A request by Ahpra for a variation under this clause 18.8 must be in writing and state the proposed variation and a proposed reasonable adjustment to the Funds.

(b) Before agreeing to a variation requested under this clause 18.8, the Accreditation Authority may dispute that Ahpra has not proposed a reasonable adjustment to the Funds. In that event, the dispute will be resolved in accordance with clause 16.

(c) The Accreditation Authority may request a variation to this Agreement including the Accreditation Functions in Schedule 2.

(d) A request by the Accreditation Authority for a variation under clause 18.8(c) must be in writing and state the proposed variation.

(e) Ahpra, in consultation with the Board, must consider any request under clause 18.8(c) in good faith.

(f) The Accreditation Authority acknowledges a variation of the Accreditation Functions requires approval by the Board in accordance with section 43 of the National Law before Ahpra can agree to the variation.

(g) For the avoidance of doubt, where the Accreditation Authority makes a request to vary this Agreement under clause 18.8(c), neither party is under any obligation to agree to any variation to this Agreement.

(h) No agreement or understanding varying or extending this Agreement shall be legally binding upon either party unless in writing and signed by both parties.

18.9 Waiver

No right or obligation under this Agreement shall be deemed to be waived except upon written acknowledgement signed by the party waiving the right or obligation in each instance.

18.10 Survival

Clauses 1, 2, 5.5, 5.6, 7, 8, 10.3, 10.5, 10.5, 10.6, 10.8, 11, 12, 13, 14, 16, 17, 18.1, 18.2, 18.4, 18.7, 18.9, this clause 18.10 and clause 18.11 survive termination or expiry of this Agreement.

18.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

Signing Page

EXECUTED as an agreement.

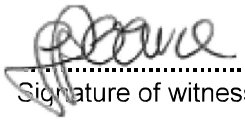
Signed for and behalf of

The Australian Health Practitioner Regulation Agency by its authorised officer, in the presence of:

Signature of authorised officer

Martin Fletcher, CEO

Name and position



Signature of witness

Jamie Pearce, Executive Assistant

Name of witness

02 October 2024

Date signed

Executed by Australian Psychology Accreditation Council Limited in accordance with Section 127 of the *Corporations Act 2001* (Cth):

Signature of director

John Dunn

Name of director

Signature of director/company secretary

Kirsten Smith

Name of director/company secretary

30 September 2024

Date signed

Schedule 1 – Key Terms

Item	Clause Reference	Details
1	Clause 1.1	1 October 2024 (**Commencement Date**)
2	Clause 1.1	30 June 2029 (**End Date**)
3	Clause 13(a)	(a) public liability insurance for an amount of at least $20 million per claim; (b) professional indemnity insurance for an amount of at least $10 million per claim; (c) cyber liability insurance for an amount of at least $1 million per claim; (d) employment practices liability insurance for an amount commensurate with the Accreditation Authority's obligations under this Agreement; (e) directors and officers liability insurance for an amount commensurate with the Accreditation Authority's obligations under this Agreement; (f) fidelity guarantee insurance (or equivalent) for an amount commensurate with the Accreditation Authority's obligations under this Agreement; and (g) workers compensation insurances required by Australian laws. (**Insurance**)

Schedule 2 – Accreditation Functions

The Accreditation Authority will carry out the following Accreditation Functions during the Term of the Agreement.

1.1 Development and review of accreditation standards

The Accreditation Authority will carry out the following functions relating to the development of accreditation standards:

(a) develop accreditation standards as required by the Board in accordance with the procedures for the development of accreditation standards established by Ahpra under the National Law;

(b) provide advice to the Board about accreditation standards, including issues that indicate that the Approved accreditation standards require review;

(c) regularly review the Approved accreditation standards according to timeframes, issues and funding agreed by the Accreditation Authority and Ahpra in consultation with the Board; and

(d) give consideration to the guidance provided by the Accreditation Committee from time to time.

1.2 Accreditation of programs of study and education providers

The Accreditation Authority will carry out the following functions relating to accreditation of programs of study in Australia:

(a) accredit programs of study as provided for in section 48 of the National Law;

(b) monitor programs of study as provided for in section 50 of the National Law;

(c) submit reports on accreditation of programs of study, including monitoring;

(d) provide advice to the Board about matters relating to assessment, accreditation and monitoring of programs of study as required, and in a format consistent with *Communication between Accreditation Authorities and National Boards about accreditation and program approval decisions and changes to accreditation standards – a guidance document about good practice* as updated from time to time; and

(e) advise the Board if the Accreditation Authority refuses to accredit a program of study or revokes the accreditation of an approved program of study and provide the reasons for the Authority's decision.

1.3 Assessment of overseas assessing authorities

The Board does not require the Accreditation Authority to carry out the following function at this time:

(a) assessment of authorities in other countries who conduct examinations for registration of [psychologists or accrediting programs of study relevant to registration of psychologists, to decide whether persons who successfully complete the examinations or programs of study conducted or accredited by the authorities have the knowledge, clinical skills and professional attributes necessary to practise as a psychologist in Australia.

1.4 Assessment of overseas qualified health practitioners

The Board does not require the Accreditation Authority to carry out the following function at this time:

(a) oversee assessments of overseas qualified health practitioners seeking registration in psychology and whose qualifications are not approved qualifications for psychology.

Schedule 3 – Work Plan

APAC activities 2025/26 Accreditation Functions Workplan		
Scheduled Site Visits	James Cook University re-accreditation site visit	
	University of Newcastle re-accreditation site visit	
	Chisholm Institute re-accreditation site visit	Date is TBC
	Bond University re-accreditation site visit	Date is TBC
	Flinders University re-accreditation site visit	Date is TBC
	ISN Psychology re-accreditation site visit	Date is TBC
	Murdoch University re-accreditation site visit	Date is TBC
	Monitoring site visits	TBC
	Conduct 2 planning meetings with the assessment team before each higher education re-accreditation site visit and 1 risk review meeting post-site visit. (3 hours)	
Out of Cycle Program Assessments	Murdoch University – Out of Cycle program assessment	
	ISN Psychology - Out of Cycle program assessment	
	RMIT University - Out of Cycle program assessment	
	University of Western Australia - Out of Cycle program assessment	
	Chisholm Institute - Out of Cycle program assessment	

	Charles Darwin University - Out of Cycle program assessment	
Reporting/Monitoring	Review of annual report submissions from Higher Education Providers	
	Review progress report submissions from Higher Education Providers with conditions and monitoring requirements against programs	
	Monitoring and updating risk ratings for providers who participated in the 2024 pilots	
Planning/Preparation	Conduct information sessions for Higher Education Providers obtaining re-accreditation in 2027 – approximately 10	
	Preparation of Board and Committee papers to provide in-depth information for decision-making	
Key Projects		
Reduce accreditation burden and risks: Finalise and implement a program to address double-degree accreditation.		
Develop a Community of Practice to support reform, integrate interest groups and build an assessor pool.		
Develop and implement accreditation process performance targets.		
Accreditation operations streamlined: -processes -documentation -use of appropriate technology.		

Projects: Funding from Ahpra		
Standards Review (New Competencies and Code of Conduct)	January 2025 – December 2025	Consult, develop and seek PsyBA approval.
Risk-Based strategic project	November 2023 to July 2025	Includes implementation and training of employees.
APAC and IPEP standards alignment collaborative project	July 2025 - June 2026	develop and implement

Schedule 4 – Funding arrangements

Item 1 – Funding Principles

The Funding Principles below will guide accreditation authorities, National Boards and Ahpra for the 2025/26 financial year initially. These Funding Principles may be reviewed under clause 6.

The Funding Principles are to be applied by accreditation authorities, National Boards and Ahpra when they are considering and agreeing on the funding to be provided to the accreditation authority by the National Board/Ahpra for performance of the Accreditation Functions.

The Funding Principles aim to promote consistency, transparency and accountability for use of registrant fees to fund the Accreditation Function.

Ahpra, in consultation with the National Board, will provide funding through registrant fees to enable the accreditation authority to manage its business and risks by covering some of the indirect costs of activities related to program accreditation, including monitoring.

The following Funding Principles will apply, in addition to the guiding principles and objectives of the National Law, and the Quality Framework for the Accreditation Functions, when an accreditation authority is requesting funding from a National Board/Ahpra (**Funding Request**) and when a National Board/Ahpra decide to provide funding to an accreditation authority (**Funding Decision**):

1. requests for funding should be reasonable and proportionate to the activities being funded.
2. the funding provided by the National Board/Ahpra should cover a proportion of the governance costs related to the accreditation functions.
3. the funding provided by the National Board/Ahpra for the development and review of accreditation standards should be requested and considered separately to the funding of other Accreditation Functions.
4. requests for increases in funding from the previous year should not usually exceed the indexation range applicable to National Board fee increases
5. where an accreditation authority considers an increase in funding above the indexation range is required, it should put the Funding Request and a business case supporting the increase above the indexation range to Ahpra and the National Board for consideration.
6. such Funding Request and business case should be forwarded to Ahpra and the National Board by 10 February or earlier each calendar year to enable them to have sufficient time to properly consider the funding request.
7. Ahpra and the National Board may agree to the requested increase in funding or propose to agree to a lesser amount. Such a proposal and reasons for that proposal should be forwarded to the accreditation authority to enable it to have sufficient time to properly consider the proposed funding amount and reasons.
8. Ahpra and the National Board should agree to provide sufficient funding to enable the accreditation authority to effectively deliver the Accreditation Functions through a combination of funding provided by the National Board/Ahpra and funding from other sources that is provided as a direct result of the accreditation authority being assigned and exercising statutory functions under the National Law.

Item 2 – Funds

Total funding for the 2024/25 financial year is $1,496,503 (excluding GST). The funding is payable in four instalments on the following dates in accordance with clause 5.2 of the Head Agreement.

Date	GST exclusive
1 July 2025	$374,126
1 October 2025	$374,126
1 January 2026	$374,126
1 April 2026	$374,125

Item 3 – Specific Project Funding

Specific project funding is $370,452 (ex GST). This includes funding for the following projects.

Project	**$**
Risk-based strategic project	6,387
Accreditation standards review	75,504
APAC and IPEP standards alignment collaborative project	288,561

For the 2025-26 financial year the project funding is payable in four instalments as set out below. Ahpra will pay the corresponding instalment amounts, subject to the Accreditation Authority providing a tax invoice to Ahpra in respect of the instalment.

Date	**Risk-based strategic project (ex GST)**	**Accreditation standards review (ex GST)**	**APAC and IPEP project (ex GST)**
1 July 2025	1,597	18,876	72,141
1 October 2025	1,597	18,876	72,140
1 January 2026	1,597	18,876	72,140
1 April 2026	1,596	18,876	72,140

Schedule 5 – Fee Setting Principles

The Fee Setting Principles below will guide accreditation authorities when they are setting fees for third parties including education providers and overseas qualified practitioners. The principles below will apply in 2024/25 and may be reviewed under clause 6.

The Fee Setting Principles are to guide accreditation authorities when they are setting fees charged to education providers and, where relevant, overseas qualified practitioners (third party fees).

1. the Fee Setting Principles aim to promote consistency, transparency and accountability for fees charged by accreditation authorities.

2. when an accreditation authority is setting third party fees the following Fee Setting Principles should be considered:

    a. fees should be reasonable and proportionate to the cost of the services being provided to the third party.

    b. increases in fees from the previous year should not usually exceed the indexation range applicable to National Board fee increases.

    c. where an accreditation authority considers an increase in fees above the indexation range is required, it should put the fee proposal and a business case supporting the proposal to Ahpra and the National Board for consideration.

    d. such a proposal should be forwarded to Ahpra and the National Board by 10 February or earlier each calendar year to enable them to have sufficient time to properly consider the proposal.

    e. Ahpra and the National Board may recommend to the accreditation authority the proposed fee increase or a lesser amount be applied. Such a recommendation and reasons for that recommendation should be forwarded to the accreditation authority to enable it to have sufficient time to properly consider the recommendation and reasons.

    f. the accreditation authority must communicate with education providers on any proposed fee increase that exceeds the indexation range.

Schedule 6 – Reporting and documentation

The Accreditation Authority will report on an annual basis against a template based on the KPIs and key activity data to be agreed between the parties.

The report template will focus on meaningful parameters and will seek to refine and improve, rather than increase, the previous six-monthly reporting requirements.

Schedule 7 – Key Performance Indicators

DOMAIN ONE: ELIMINATING RACISM AND CULTURAL SAFETY

(UNDER DEVELOPMENT)

KPI 1.1: the number of accreditation KPIs for cultural safety, established in the National Scheme Cultural Safety Accreditation and Continuing Professional Development (**CPD**) upskilling framework and strategy, that are met.			
Data definition: to be determined (**TBD**)			
Measurement: the number of KPIs that are met (KPIs and measures to meet them are currently under development).			
Purpose of KPI: to measure the accreditation authority's alignment with the National Scheme Cultural Safety Accreditation and CPD upskilling framework and strategy.			
Use of KPI: for internal assessment of the accreditation authority over time, and for comparison with other accreditation authorities.			
Reporting of KPI: TBD			
Assessment of performance:	Not performing 	In progress 	Performing 
Year 1	TBD	TBD	TBD

KPI 1.2: the number of accreditation KPIs for eliminating racism, established in the National Scheme Cultural Safety Accreditation and CPD upskilling framework and strategy, that are met.			
Data definition: TBD			
Measurement: the number of KPIs that are met (KPIs and measures to meet them are currently under development).			
Purpose of KPI: to measure the accreditation authority's alignment with the National Scheme Cultural Safety Accreditation and CPD upskilling framework and strategy.			
Use of KPI: for internal assessment of the accreditation authority over time, and for comparison with other accreditation authorities.			
Reporting of KPI: TBD			
Assessment of performance:	Not performing 	In progress 	Performing 
Year 1	TBD	TBD	TBD

DOMAIN TWO: GOVERNANCE

KPI 2.1: the effectiveness of the accreditation authority's:

- risk management framework;
- board member selection process;
- support for directors and provision of board training, assessment and evaluation activities.

Data definition:

"board assessment and evaluation activities" means activities that:

- assess or evaluate governance processes, procedures and culture, such as membership reviews or skills assessment and matching, board functioning, reflective activities, external board assessment; or
- provide training or education on general corporate governance; or
- provide training or education on the function, structure and governance of the National Scheme.

Measurement:

The effectiveness of a risk management framework is measured by the extent to which the framework outlines processes for the regular identification, review and mitigation of risks and identifies the person(s)/committee/structure that oversee(s) that process.

The effectiveness of a board member selection process is measured by considering the extent to which the process includes best practice elements such as: assessment of skills and experience of the current board and selection to fill gaps (e.g. use of a skills matrix); assessment of experience and commitment to the organisation's purpose; transparent processes (role descriptions/skill set/selection criteria/advertising process); consideration of diversity; balance between independent and nominated board members.

The effectiveness of board assessment and evaluation activities is measured by the percentage of board members who participated in activities that provided assessment or evaluation of the accreditation authority's governance or provided training or education in governance during the reporting period.

Purpose of KPI: to measure the continuous improvement of an accreditation authority's internal governance and its knowledge and understanding of the National Scheme.

Use of KPI: for internal assessment of the accreditation authority over time, and for comparison with other accreditation authorities.

Reporting of KPI: accreditation authority to provide the authority's:

- risk management framework;
- board member selection process;
- the percentage of board members who participated in board training, assessment and evaluation activities over the reporting period, and a description of those activities.

Assessment of performance:	Not performing 	In progress 	Performing 
Year 1	An effective risk management framework is not in place and/or	An effective risk management framework is in place or development/ implementation is progressing	An effective risk management framework is in place and

	Board member selection processes have insufficient best practice elements and/or less than 50% of board members have undertaken training, assessment and evaluation activities as set out above	and/or Progress is being implemented towards a best practice board member selection process and/or 50% to 70% of board members have undertaken training, assessment and evaluation activities as set out above	A best practice board member selection process is in place; and 70% or more board members have undertaken training, assessment and evaluation activities as set out above

DOMAIN THREE: EFFECTIVE DELIVERY OF ACCREDITATION SERVICES

KPI 3.1: the number of requests for review of, or complaints about, an accreditation authority's decision or processes in relation to accreditation of a program of study and the outcome of the review or complaint.
Data definition: the categories used for a request for a review or a complaint are: • a request for review of an accreditation authority's decision to refuse to accredit a program of study under s48(5) of the National Law; • a complaint made to the National Health Practitioner Ombudsman by an education provider in relation to an accreditation process; or • any legal action taken against an accreditation authority by an education provider in relation to an accreditation decision or process.
Measurement: the number, category and outcome of requests for review received, or complaints made.
Purpose of KPI: to demonstrate the transparency and accountability of the decision-making processes of the accreditation authority. It is noted that the number of complaints or requests for review is not necessarily an indicator of the quality of the assessment process. Rather, trends over time will provide information to inform discussions between the National Board and the accreditation authority.
Use of KPI: for internal comparison of the accreditation authority's review patterns (number, category and outcome) over time.
Reporting of KPI: accreditation authority to report the number, category and outcome of requests for review or complaints over the reporting period and cumulatively over the term of the Agreement. It is expected that the number of complaints or requests for review will be small, and can be reported individually. If numbers are large, accreditation authorities are to consult with Ahpra/the National Board about an appropriate reporting format.
Assessment: this KPI is not subject to a performance rating but will be measured over time and be subject to qualitative assessment. A performance rating may be developed over time for particular accreditation authorities if feasible, and in consultation with the accreditation authority.

KPI 3.2: The time taken to examine or assess an overseas trained practitioner's (practitioner) suitability for registration in Australia by an accreditation authority (only for those accreditation authorities that assess overseas qualified practitioners).			
Data definition: The "time taken to examine or assess an overseas qualified practitioner's suitability for registration" means the number of business days between the date a practitioner lodged a complete application for an assessment with the accreditation authority until the date the authority's assessment decision was notified to the practitioner. The examination of the practitioner or assessment of their qualifications is to determine if the practitioner has the knowledge, clinical skills and professional attributes necessary to practise the profession in Australia. Examples of types of examinations or assessments include verification of a relevant qualification, theory and practical assessments. Each accreditation authority defines the parameters clearly to avoid ambiguity in the process. National Board assessments undertaken by a body other than the accreditation authority where fees are paid to that body are not included in this KPI e.g. assessments undertaken for purposes other than registration, skills assessments undertaken only for migration purposes.			
Measurement: the number of business days per application.			
Purpose of KPI: to demonstrate efficiencies in the assessment processes of the accreditation authority. It is noted that aspects of assessment time periods are not within the control of the accreditation authority (for example, time taken by practitioner to complete certain steps). However, the overall time taken for assessments provides useful information for National Boards and Ahpra to discuss assessment times with accreditation authorities and identify steps in the process where efficiencies could be made.			
Use of KPI: for internal assessment of the accreditation authority over time.			
Reporting of KPI: accreditation authority to report the number and type of assessments undertaken and the time taken for each assessment (over the reporting period and cumulatively over the Term of the Agreement). As numbers for some accreditation authorities may be large, Ahpra/the National Board will liaise with authorities regarding an appropriate reporting format.			
Assessment: This KPI is not subject to a performance rating in Year 1, but a performance rating may be developed over time once baseline data is sufficient. However, inability to provide data will be considered "not performing".			

KPI 3.3: The schedule of fees charged by an accreditation authority to examine or assess an overseas trained practitioner to determine the practitioner's suitability for registration in Australia (only for those accreditation authorities that assess overseas qualified practitioners).			
Data definition: The "schedule of fees" charged by an accreditation authority to examine or assess an overseas trained practitioner, means the total fee payable by an overseas trained practitioner to an accreditation authority to undertake the examination or assessment. The examination or assessment of qualifications is to determine the suitability of the applicant for registration in Australia. Examples of types of examinations or assessments include verification of a relevant qualification, theory and practical assessments. Each accreditation authority to define these parameters if there is ambiguity. (National Board assessments undertaken by a body other than the accreditation authority where fees are paid to that body are not included in this KPI.)			
Measurement: the total AUD $ amount payable by an overseas trained practitioner to the accreditation authority.			
Purpose of KPI: to provide information on changes in fees over time and to inform discussion with the National Board and Ahpra on matters such as efficiency and effectiveness of examinations and assessments, reasons for fee changes and other such matters.			
Use of KPI: for internal comparison of the accreditation authority's fee structure over time.			
Reporting of KPI: accreditation authority to report its schedule of fees for each type of examination or assessment (for the reporting period and cumulatively over the Term of the Agreement), as well as information explaining increases/decreases in fees and any improvements to assessment processes being undertaken by the accreditation authority.			
Assessment: This KPI is not subject to a performance rating in Year 1, but a performance rating may be developed over time once baseline data is sufficient (for example, % increase or decrease). However, inability to provide data will be considered "not performing".			

KPI 3.4: the level of engagement between an accreditation authority and its education providers			
Data definition: the "level of engagement" between an accreditation authority and its education providers will be measured through an agreed standard set of questions to be included in annual surveys undertaken by accreditation authorities.			
Measurement: to be developed in conjunction with the development of standard survey questions.			
Purpose of KPI: to demonstrate the level of engagement the accreditation authority has with its education providers.			
Use of KPI: for internal and external comparison over time.			
Reporting of KPI: dependent on standard survey questions.			
Assessment: this KPI is not subject to a performance rating in Year 1. However, agreeing a standard set of survey questions is a performance measure for all authorities in Year 1. Measures in Year 2 and following to be determined.			

DOMAIN FOUR: INTERPROFESSIONAL ENGAGEMENT AND REDUCING REGULATORY BURDEN

KPI 4.1: the number and type of inter-profession/inter-agency collaborative accreditation activities engaged in by an accreditation authority.			
Data definition: "Inter-profession/inter-agency collaborative accreditation activities" means activities with other relevant agencies that aim to either: develop consistent accreditation standards and processes; avoid unnecessary regulatory burdens; improve accreditation processes or share best practice. "other relevant agencies" means agencies involved in accreditation or standard setting such as National Scheme accreditation authorities, Australian or overseas agencies involved in health professional accreditation and standards; other bodies that are involved in education and health accreditation, such as Australian Commission on Safety and Quality in Health Care (**ACSQHC**); Tertiary Education Quality and Standards Agency (**TEQSA**) / Australian Skills Quality Authority (**ASQA**).			
Measurement: the number and type of inter-profession/inter-agency collaborative accreditation activities engaged in by an accreditation authority.			
Purpose of KPI: to demonstrate continuous improvement, best practice, collaboration, reduction of regulatory burden, development of streamlined systems. It is noted that accreditation authorities participate in the Health Professions Accreditation Collaborative (**HPAC**) Forum. While this is valuable, this KPI is intended to measure activities in addition to mere attendance at HPAC Forum meetings. Significant engagement in work/projects undertaken through the HPAC Forum will be relevant.			
Use of KPI: to be used for internal assessment of the accreditation authority in the reporting period.			
Reporting of KPI: accreditation authority to report the type, description and number of inter-profession/inter-agency collaborative accreditation activities in which it has engaged during the reporting period, including intentions and outcomes of the activity.			
Assessment of performance:	Not performing ✖ accreditation authority has not engaged in any relevant activities in addition to HPAC Forum attendance	In progress ➡ accreditation authority has engaged in some relevant activities in addition to HPAC Forum attendance and can demonstrate some progress on outcomes.	Performing ⬆ accreditation authority has been substantially engaged in relevant activities in addition to HPAC Forum attendance and can demonstrate outcomes

DOMAIN FIVE: HEALTH AND WORKFORCE PRIORITIES

KPI 5.1: the contribution of an accreditation authority in advancing responsive accreditation systems and progressing workforce priorities consistent with the National Law's objectives and guiding principles and National Scheme workforce strategies.			
Data definition: a "responsive accreditation system", means enhancing the ability of the accreditation system to adapt to the changing healthcare landscape both domestically and globally, consistent with the National Law's objectives and guiding principles and National Scheme workforce strategies.			
Measurement: a qualitative response by an accreditation authority that describes relevant activities and their outcomes. Qualitative responses may include work undertaken to progress: • recommendations in government reports and policy directions; or • Ahpra and National Boards' strategic workforce priorities.			
Purpose of KPI: to demonstrate responsiveness in relation to emerging health and workforce priorities.			
Use of KPI: to be used for internal assessment of the accreditation authority's activities.			
Reporting of KPI: accreditation authority to provide a description of its activities and progress towards outcomes over the reporting period.			
Assessment of performance:	Not performing ✖ minimal or no relevant activities undertaken	In progress ➡ accreditation authority has been involved in some relevant activities and shown some progress on outcomes	Performing ⬆ accreditation authority has been substantially involved in relevant activities and shown progress on outcomes

DOMAIN SIX: QUALITY AND SAFETY

KPI 6.1: The accreditation authority requires accredited programs to graduate students capable of providing healthcare in settings that align with the National Safety and Quality Health Service Standards and/or Primary and Community Healthcare Standards.
Data definition: The National Safety and Quality Health Service Standards and the National Safety and Quality Primary and Community Healthcare Standards require health care providers/practitioners to have systems, processes, competencies to support safe, effective and high-quality care. Accreditation authorities should have accreditation standards that relate to the adequate preparation of students to deliver care in line with these national standards.
Measurement: evaluation of the response of an Accreditation Authority on how it assesses an accredited program's preparation of students to meet the national standards.
Purpose of KPI: to demonstrate the accreditation authority's effectiveness in having an accredited program that align with the National Safety and Quality Health Service Standards and/or the National Safety and Quality Primary and Community Healthcare Standards. To provide information relevant to developing future quality and safety approaches and policies. To establish a continuous avenue for interaction with the Australian Commission for Safety and Quality in Health Care.
Use of KPI: to generate reports, identify trends, and inform quality improvement and policy development.
Reporting of KPI: a response by an accreditation authority that describes how it assesses an education program's preparation of students to meet the requirements of the national standards, including any observations regarding assessed programs' performance in this regard.
Assessment: This KPI is not subject to a performance rating but will be considered over time to inform the development of future KPIs regarding quality and safety.