Accreditation Agreement

AUSTRALIAN HEALTH PRACTITIONER REGULATION AGENCY (AHPRA)

AND

OPTOMETRY COUNCIL OF AUSTRALIA AND NEW ZEALAND

[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 Optometry Council of Australia and New Zealand (Accreditation Authority) following the Optometry 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]

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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	**Optometry Council of Australia and New Zealand (ACN: 074 875 111)**
ABN	38 074 875 111
Short form name	**Accreditation Authority**
Address and notice details	Address: PO Box 16179, Collins Street West, VIC 8007 Email: S.Lewis@ocanz.org Attention: Ms Sian Lewis

Background

A The Optometry Board of Australia (**Board**) has decided that the Accreditation Authority will exercise Accreditation Functions for the optometry profession, pursuant to section 43 of 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 optometry profession are to: enhance safety and quality, embed inter-professional learning and practice, improve Aboriginal and Torres Strait Islander health, address cultural safety, achieve greater consistency, share good practice, strengthen governance, transparency and accountability, respond to health and workforce priorities and reduce regulatory burden and duplication (**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; and

(b) monitor performance of the Accreditation Functions by the Accreditation Authority.

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 Material means Material:

(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).

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

Accreditation Systems Review means the *Independent Review of Accreditation Systems in the National Registration and Accreditation Scheme* commissioned by the Australian Health Ministers' Advisory Council.

Agreement means this agreement, including its schedules.

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.

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

Business Day means a day other than a Saturday, Sunday or a day that is a 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 party (**Disclosing Party**) means all information (regardless of its form) disclosed or otherwise made available by the Disclosing Party to the other party (**Receiving Party**) or of which the Receiving Party otherwise becomes aware in connection with this Agreement and the transactions contemplated by this Agreement which is marked as confidential, or which by its nature and in the circumstances would be regarded as confidential by a reasonable person, or which the parties agree in writing is confidential (and includes Protected Information, Personal Information and all Health Information), except to the extent it:

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

(b) has been independently developed or acquired by the Receiving Party 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).

Dispute has the meaning given to it in clause 15.

End Date means the earlier of the date set out in Item 2 of Schedule 1 and the effective date of termination of this Agreement.

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, **Tax Invoice**, **Recipient Created Tax Invoice** and **Taxable Supply** have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). Further, for the purposes of this Agreement 'taxable supply' means the obligations of the Accreditation Authority under the terms of this Agreement.

Health Information has the meaning set out in the *Privacy Act 1988* (Cth).

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

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:

(a) all rights in relation to patents, inventions, utility models, copyright, circuit layouts, plant varieties, designs 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) or (b), which may subsist anywhere in the world (including Australia),

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

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 1988* (Cth).

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 the National Law.

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

Term has the meaning set out in clause 3.

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.

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 2001 (Cth) 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.

2. Inconsistency

(a) The parties agree that if there are changes to the National Law or any relevant decisions by Ministers in connection with the Accreditation Systems Review 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

(a) This Agreement commences on the Commencement Date and continues until the End Date (**Term**).

(b) This Agreement may be extended by agreement between the parties in writing.

4. Performance of Accreditation Functions

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

(i) with due care and skill, in a professional manner and 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 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.

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 quarterly 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 on a six monthly basis;

(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 performed the Accreditation Functions and related activities specified in the Work Plan, due to be performed by the relevant date in accordance with the Work Plan and so as to achieve the Key Performance Indicators; and

(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) – (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) – (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) – (iv) within a reasonable period; and

(iii) the material failure by the Accreditation Authority to satisfy the requirements in clauses 5.2(a)(ii) – (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) – (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) – (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 moneys 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 (for example, in circumstances where the Accreditation Functions will continue to be exercised by the Accreditation Authority), 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; and

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

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

The parties may agree on publication arrangements from time to time.

8. Reporting, records and auditing

8.1 Reporting

The Accreditation Authority agrees to 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) If AHPRA, in consultation with the Board, identifies significant concerns or risks related to the performance of the Accreditation Functions, the Accreditation Authority agrees to permit AHPRA, in consultation with the Board, (or any person authorised by AHPRA, in consultation with the Board) to audit the Accreditation Authority's:

(i) use of Funds; and

(ii) performance of its obligations under this Agreement.

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

(i) permit access to, inspection of and the copying of the financial and other books, records and any other materials, to the extent that they relate to the Funds and/or the

performance of the Accreditation Functions, by any person authorised by AHPRA; and

(ii) answer all relevant enquiries from, and assist, any person authorised by AHPRA in the conduct of the audit or inspection relating to the Funds and/or performance of the Accreditation Functions.

9. Termination and refund

9.1 Termination by mutual agreement

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

9.2 Termination for breach

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 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;

(c) 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

(d) 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.

9.3 Consequences of termination

(a) AHPRA will have no obligation to pay any further Funding to the Accreditation Authority after the End Date.

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

9.4 Transition

(a) In circumstances where the Accreditation Authority ceases to exercise the Accreditation Functions, either:

(i) at the end of the Term, due to a decision made by the Board under section 43 of the National Law; or

(ii) before the end of the Term, due to the termination of this Agreement,

the parties agree to act in good faith and use best endeavours to negotiate a smooth transition of the Accreditation Functions, in accordance with this clause 9.4.

(b) To facilitate the continuity of the performance of the Accreditation Functions upon any termination or expiry of this Agreement, the Accreditation Authority must do everything reasonably necessary to assist the National Board with the transition of the Accreditation Functions.

9.5 Refund of Funds

Where clause 9.2(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.

9.6 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.

9.7 No derogation

Nothing in this Agreement, including this clause 9, affects any rights or remedies otherwise available to AHPRA, the Board or the Accreditation Authority at law.

10. Intellectual Property Rights

10.1 Ownership of Intellectual Property Rights in Accreditation Material

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

10.2 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; and

(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 their exercise of these functions.

10.3 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 10.3(b), for the purpose of an accreditation authority performing Accreditation Functions in accordance with the National Law.

(b) The licence under sub-clause 10.3(a) covers the following Accreditation Material only:

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

(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.

10.4 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 10.4(b)(i) to 10.4(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 Material routinely used by the Accreditation Authority to undertake examination and assessment of overseas qualified practitioners under this Agreement , 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 10.4(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 Accreditation Material concerned takes, all practicable steps to ensure the protection of the confidentiality and integrity of the Accreditation 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 10.4(b) and how it proposes the licence will be used to deliver accreditation functions.

10.5 Ownership of Intellectual Property Rights in AHPRA Material

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

10.6 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.

10.7 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 days of the granting of the licence.

(b) The notice for the purposes of clause 10.7(a) must include the terms of the licence and the identity of the entity granted the licence.

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

10.8 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.

10.9 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.

11. Indemnity

11.1 Indemnity

(a) The Accreditation Authority indemnifies (and must keep indemnified) the National Boards, 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 13 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 11 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 11.1 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 Boards 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.

11.2 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 11.1(a).

12. 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, except if the Accreditation Authority is a body that self-insures.

(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 12.

13. Confidentiality and privacy

13.1 Duty of Confidentiality

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

13.2 Obligations of confidentiality

(a) Without limiting clause 13.1, 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 Act 1988* (Cth) and the duty of confidentiality and privacy provisions in Part 10, Division 1 and Division 2 of the National Law (in the same way that AHPRA would be bound to comply with those Acts); 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.

13.3 Disclosure required by law

Prior to disclosing Confidential Information of the other party under clause 13.2(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.

13.4 Obligations on disclosure

If a party discloses Confidential Information of the other party under clauses 13.2(a)(i), 13.2(a)(iii) or 13.2(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 13 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 13. Nothing in this clause 13.4 derogates from AHPRA's obligations under freedom of information or privacy legislation.

13.5 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 and any Personal Information acquired under this Agreement it holds; and

(b) delete any electronic copies of AHPRA's Confidential 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. Conflict

14.1 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.

14.2 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.

14.3 Failure to resolve Conflict

If the Accreditation Authority fails to notify AHPRA under this clause 14, 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 9.2(a).

15. Dispute Resolution

15.1 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 15, except proceedings for urgent interlocutory relief.

15.2 Notice of dispute and referral to senior representatives

(a) A party claiming that a Dispute has arisen may give written notice of the Dispute to the other party, stating the matters in dispute.

(b) The parties' senior representatives must meet and seek to resolve the Dispute within 10 Business Days of a notice being issued under clause 15.2(a).

(c) If the parties' senior representatives are unable to settle a dispute within 10 Business Days, either party may refer the Dispute to mediation under clause 15.3.

15.3 Referral to mediation

(a) If a Dispute is referred to mediation under clause 15.2(c), the parties agree to jointly appoint a mediator to settle the Dispute.

(b) 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.

(c) A party must not commence legal proceedings unless the mediator has provided a statement in writing to the effect that it is no longer productive to continue with the mediation.

15.4 Other

(a) Where a party fails to comply with this clause 15 in relation to a Dispute, the other party is not required to comply with this clause 15 in relation to that Dispute.

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

16. 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.

17. Miscellaneous

17.1 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.

17.2 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.

17.3 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.

17.4 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).

17.5 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.

17.6 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.

17.7 Variation

(a) The Accreditation Authority acknowledges that the scope of work in Schedule 3 may be varied at the request of AHPRA (eg, to provide for participation in multi-profession projects), in consultation with the Board.

(b) A request by AHPRA for a variation under this clause 17.7 must be in writing and state the proposed variation and a proposed reasonable adjustment to the Funds.

(c) Before agreeing to a variation requested under this clause 17.7, 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 15.

(d) The Accreditation Authority may request a variation to this Agreement including the Accreditation Functions in Schedule 2 or the scope of work in Schedule 3.

(e) A request by the Accreditation Authority for a variation under clause 17.7(d) must be in writing and state the proposed variation and, where the request seeks to change the scope of work in Schedule 3, include a proposed reasonable adjustment to the Funds.

(f) AHPRA, in consultation with the Board, must consider any request under clause 17.7(d) in good faith.

(g) 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.

(h) The Accreditation Authority acknowledges a request for variation of the scope of work in Schedule 3 and any proposed reasonable adjustment to the Funds will be considered by AHPRA, in consultation with the Board, under the review provisions set out in clause 6.

(i) For the avoidance of doubt, where the Accreditation Authority makes a request to vary this Agreement under clause 17.7(d), neither party is under any obligation to agree to any variation to this Agreement.

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

17.8 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.

17.9 Survival

Clauses 1, 2, 5.5, 5.6, 7, 8, 9.3, 9.4, 10, 11, 12, 13, 15, 16, 17.1, 17.3, 17.6, 17.8 and this clause 17.9 survive termination or expiry of this Agreement.

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:

Martin Fletcher

.....

Signature of authorised officer

Martin Fletcher, CEO, AHPRA

.....

Name and position

.....

Signature of witness

Emily Poole

.....

Name of witness

24 May 2019

.....

Date signed

Executed by the Optometry Council of Australia and New Zealand in accordance with Section 127 of the *Corporations Act 2001* (Cth):

.....

Signature of director

PETER C HENDICOTT

.....

Name of director

.....

Signature of director/company secretary

SIAN LEWIS, EO & COMPANY SECRETARY

.....

Name of director/company secretary

03/06/2019

.....

Date signed

Schedule 1 – Key Terms

Item	Clause Reference	Details
1	Clause 3(a)	(**Commencement Date**) 1 July 2019
2	Clause 3(a)	(**End Date**) 30 June 2024
3	Clause 12(a)	(**Insurance**) (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 commensurate with the Accreditation Authority's obligations under this Agreement; (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.

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, and

(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.

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.

(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 optometrists or accredit programs of study relevant to registration of optometrists, 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 optometrist in Australia

1.4 Assessment of overseas qualified health practitioners

The Accreditation Authority will carry out the following functions relating to the assessment of overseas qualified optometrists seeking registration in Australia during the term of the Agreement, including:

(a) conduct assessments of overseas qualified optometrists seeking registration that reflect National Law provisions related to the qualification element of eligibility for registration,

(b) developing appropriate assessment methodologies as required by the Board, appropriately benchmarked.

(c) developing appropriate examination questions as required by the Board, and

(d) provide advice to the Board on matters relating to assessment of overseas qualified optometrists that reflect National Law provisions related to the qualification element of eligibility for registration.

Schedule 3 – Work Plan

Accreditation of Providers and Programs

In addition to the annual monitoring of all programs of study and preparing for an audit of the Australian College of Optometry therapeutics program in the period 1 July 2020 to 30 June 2021, the work plan for the period 1 July 2019 to 30 June 2020 includes generating the following reports for consideration by the OBA:

a. Re-accreditation Report, Deakin University optometry program (entry-level)

b. Re-accreditation Report, University of NSW optometry program (entry-level)

c. Accreditation Report, University of Canberra optometry program (entry-level)

d. Monitoring Report, Flinders University optometry program (entry-level).

Accreditation projects

In addition to the Accreditation Functions set out in Schedule 2, the work plan for the period 1 July 2019 to 30 June 2020 includes

a. consulting with stakeholders on the preferred risk-managed approach and new procedures manual, with a view to introducing changed arrangements in the period 1 July 2021 to 30 June 2022

b. the introduction of surveys of graduates and employers to research new optometrists' work preparedness; in relation to the fulfilment of accreditation standards, their effectiveness and to inform further reviews

c. enacting recommendations developed in the period 1 July 2018 to 30 June 2019 to support education provider benchmarking of assessment; and

d. activities to enhance the delivery of curricula to support cultural safety other than those funded by the Accreditation Authority from its reserves

These projects will assist the Accreditation Authority and education providers more closely scrutinise and compare the preparedness of graduates for safe practice, and help identify/make improvements.

Examination of Overseas Trained Optometrists

The work plan for the period 1 July 2019 to 30 June 2020 includes

a. revise/develop new written examination questions

b. commence benchmarking the Competency in Optometry Examination with a comparable international examination.

c. Two administrations of the OCANZ Competency in Optometry Examination written examination, in Australia and overseas, in August 2019 and March 2020

d. Two administrations of the Competency in Optometry Examination clinical examination in Melbourne, in November 2019 and June 2020

e. Administration of the assessment of Competence in Oral Therapeutics examination as required to respond to applicant demand.

Projects

The work plan for the period 1 July 2019 to 30 June 2020 includes

a. the ongoing development of written examination questions as required (new or edited); and

b. commencing an evaluation of how best to benchmark the Competency in Optometry Examination with a comparable overseas optometric examination.

Additional projects using OCANZ Reserves

Consistent with its 5-year strategic plan, the OCANZ Board has recently authorised the following range of innovative projects to be funded from its reserves. The list includes projects commencing in the period 1 July 2019 to 30 June 2020:

a. Conducting the required consultations on and then implementing risk-managed accreditation processes and procedures which will be drafted in FY 2019;

b. Ongoing work to embed cultural safety into optometry curricula and to improve the capacity of graduates to contribute to improved eye health outcomes for Aboriginal and Torres Strait Islander peoples. Specific activities will be recommended by an Indigenous Strategy Taskforce established by the OCANZ Board in 2018 and charged with recommending an annual program of work to the OCANZ Board;

c. The development of an in-common annual survey of employers and graduates of optometry programs, to be administered across all entry-level education providers annually from FY 2021;

d. Enactment of any recommendations arising from a FY 2019 consultancy which is exploring the options to benchmark assessment across entry-level programs of study;

e. Ongoing quality assurance and enhancement of the Competency in Optometry Examination examination, both to maintain currency of questions and to make any necessary adjustments following revisions to the examination introduced at the end of FY 2018;

f. Exploring the option to benchmark the OCANZ Competency in Optometry Examination with a comparable overseas examination; and

g. Researching best practice in developing accreditation standards for the profession.

High level Work Plan for period 1 July 2019 – 30 June 2024

Period	Work Plan
Main Annual Activities	November to February – Accreditation Annual Report Monitoring March & August – Delivery of written component of COE June & November – Delivery of clinical component of COE January to March – Budget discussions with OBA May & November – Half yearly & yearly reports to OBA May / February / November – Administration of annual research into graduate and employer views of optometry program graduates' work readiness Ongoing development of Item Bank Questions (MCQ/SAQ) to maintain currency Actions as approved each year by OCANZ Board to deliver strategies which close the gap in eye health between Aboriginal & Torres Straight Islanders and other Australians

Period	Work Plan
1 July 2019 – 30 June 2020	Accreditation – University of Canberra Reaccreditation – University of New South Wales Monitoring – Flinders University Produce literature review on best practice in developing professional competencies, including preferred framework or same Complete review of OCANZ risk-based accreditation procedures Commence external benchmarking of OCANZ COE with international comparator Finalise assessment benchmarking project across accredited programs
1 July 2020 – 30 June 2021	Reaccreditation – Australian College of Optometry Implement new risk-based accreditation procedures Complete external benchmarking of OCANZ COE Commence review of OCANZ accreditation standards Upgrade OCANZ exam candidate and office IT systems
1 July 2021 – 30 June 2022	Reaccreditation – Queensland University of Technology Complete review of OCANZ accreditation standards and commence implementation Conduct external review of OCANZ Board governance
1 July 2022 – 30 June 2023	Reaccreditation – Flinders University Possible Reaccreditation – University of Canberra Commission external review of OCANZ efficiency and effectiveness Other strategic projects as determined by OCANZ Board
1 July 2023 – 30 June 2024	Reaccreditation – University of Melbourne Reaccreditation – University of New South Wales Therapeutics Program Develop case to OBA/AHPRA for accreditation re-assignment Strategic projects as determined by OCANZ Board

Schedule 4 – Funding arrangements

The funding principles below will guide accreditation authorities, National Boards and AHPRA for the 2019/20 financial year initially. These funding principles may be reviewed under clause 6.

Item 1 – Funding Principles

These 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 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 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 (up to 3% per annum).
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 their consideration.
6. Such a request and business case should be forwarded to AHPRA and the National Board by mid-February or earlier each 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 2019/2020 financial year is: $323,060 (ex GST) for the period 1 July 2019 to 30 June 2020
Subject to the provisions in clause 6 of this Agreement, the following **are** estimates of the total funding for each subsequent financial year during the Term of this Agreement:
$334,374 (ex GST) for the period 1 July 2019 to 30 June 2021

$344,406 (ex GST) for the period 1 July 2019 to 30 June 2022
$354,738 (ex GST) for the period 1 July 2019 to 30 June 2023
$365,380 (ex GST) for the period 1 July 2019 to 30 June 2024

The funding for the 2019/2020 financial year is payable in four instalments on the following dates and in accordance with clause 5.2 of the Head Agreement.

Date	GST exclusive
1 July 2019	$80,765
1 October 2019	$80,765
1 January 2020	$80,765
1 April 2020	$80,765

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 initially apply in 2019/20 and may be reviewed under clause 6.

These 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 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 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 (up to 3%).

    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 their consideration.

    d. Such a proposal should be forwarded to AHPRA and the National Board by mid-February or earlier each 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 a six-monthly 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 current six-monthly reporting requirements.

Schedule 7 – Key Performance Indicators

Strategic KPIs

Key priority areas	KPIs
Cultural safety	The accreditation authority has standards and processes that require all education providers to include in their programs the ability for their graduates to deliver culturally safe health care including for Aboriginal and Torres Strait Islander peoples.
	The accreditation authority personnel are trained in cultural safety including for Aboriginal and Torres Strait Islander peoples.
Safety and quality	The accreditation authority has standards and processes that appropriately recognise the relevant National Safety and Quality Health Service Standards, including in relation to collaborative practice and team-based care.
Reducing regulatory burden and increasing consistency	The accreditation authority has standards and processes that appropriately recognise the TEQSA/ASQA standards and processes.
	The accreditation authority participates in collaborative activities with other authorities, including to develop consistent structures, standards or processes, to avoid any unnecessary regulatory burden and to facilitate education that contributes to a health workforce that responds to evolving healthcare needs.
Funding and fee principles	The accreditation authority applies the funding and fee principles listed in the agreement with AHPRA / terms of reference in its funding application to the relevant National Board and when it sets fees for accreditation functions.

KPIs based on Quality Framework

KPIs relating to individual or combined domains

Quality Framework domains	Possible KPIs
Governance **Independence**	The accreditation authority has implemented a transparent selection process for its governance body
	The accreditation authority's published processes demonstrate independence in decision making
Operational management	The accreditation authority has implemented effective systems to regularly monitor and improve its accreditation processes.
	The accreditation authority has an effective risk assessment framework to identify and actively manage risk.
Accreditation Standards	The accreditation authority regularly reviews and updates the accreditation standards
Process for accreditation of programs of study and providers	
	The accreditation authority has implemented systems to evaluate the performance of assessment teams which are used to continuously improve its policies and processes for assessor selection, appointment and training.
Assessment of overseas assessing authorities	KPI not developed as only a small number of accreditation authorities undertaking this function.
Assessment of overseas qualified practitioners	The processes for assessing overseas qualified practitioners are based on current evidence and best practice, published and regularly reviewed
	The accreditation authority has implemented systems to evaluate the performance of assessment processes which are used to continuously improve its policies and processes, including for assessor selection, appointment and training where relevant.
Stakeholder collaboration	The accreditation authority has implemented processes for stakeholder collaboration.
	The accreditation authority has implemented processes for stakeholder consultation and publishing feedback in line with the published National Board consultation process.

KPIs encompassing the entire Quality Framework

The accreditation authority is achieving or exceeding in delivering against the Quality Framework, where the target level of performance may be >=75% (TBC)

Measurement of this KPI would be based on a composite score for all the Quality Framework KPIs outlined above (which would be developed through a consultative process) and a target set within that.

The accreditation authority would self-assess against the Scoring Framework and provide the self-assessment to both the National Board and AHPRA for their consideration and feedback. The self-assessment would be integrated with the six-monthly reporting to the Board/AHPRA.