

CPD Provider Agreement for the 2023–25 triennium

Parties

1. **The Royal Australian College of General Practitioners Ltd (ABN 34 000 223 807)**
of 100 Wellington Parade, East Melbourne
VIC 3002 (RACGP)
2. **THE PROVIDER SPECIFIED IN SCHEDULE 1**

Recitals

1. the Royal Australian College of General Practitioners (RACGP) is a charitable institution dedicated to improving the health and wellbeing of all Australians by supporting GPs, GPs in training and medical students, and has established the CPD Program for GPs.
2. The CPD Program is integral to the profession of general practice and supports the clinical and professional development of GPs, leading to improved patient outcomes and high-quality primary healthcare in Australia.
3. The RACGP works closely with Providers to develop an environment of high-quality CPD activities to ensure that GPs maintain their skills and knowledge.
4. The RACGP provides CPD Services to ensure that CPD Approved Activities meet the RACGP CPD Activity Standards.
5. The RACGP offers CPD Representative training for Providers on the CPD Activity Standards.
6. The Provider wishes to enter into this agreement with the RACGP and agrees to meet the RACGP CPD Provider Standards and RACGP CPD Activity Standards.

Interpretation

1. Definitions

Agreement means this document, all Schedules, Annexures and includes the *Provider handbook*.

Application means a form submitted by the Provider for approval of a CPD activity.

Confidential Information of a party means all non-public information, written or oral, disclosed either directly or indirectly through any means of communication or observation by the disclosing party to or for the benefit of the receiving party, but excludes information that is or becomes publicly available or independently received or developed by the receiving party without relying on, referring to or incorporating any of the Confidential Information, other than information obtained because of a breach of any obligation of confidentiality by the receiving party or any other person.

Conflict of Interest includes any situation where the Provider's personnel who are participating directly in the CPD activities may benefit or be disadvantaged by the making of a decision. The benefit or disadvantage may be pecuniary or non-pecuniary; direct or indirect; and actual, potential or perceived.

Corrective Activities means the procedures nominated by the RACGP in its discretion during and after a Quality Assurance Assessment, to be undertaken by the Provider to address deficiencies in the Provider's performance of CPD activities.

CPD means continuing professional development engagement relevant to GPs.

CPD Activity Standards means the CPD Activity Standards and criteria which the Provider must meet for the design and development of CPD Approved Activities.

CPD Approved Activity is an activity that is submitted by the Provider which meets the RACGP CPD Activity Standards.

CPD Program means the continuing professional development program offered by the RACGP to GPs.

CPD Provider Standards means the standards and criteria which stipulate the requirements for Providers for the provision of CPD activities for GPs.

CPD Representative means a nominated representative of the Provider who manages the administrative and operational requirements of CPD Approved Activities and may also develop and design activities.

CPD Representative Number means the identification number issued by the RACGP to the Provider's nominated CPD Representative.

CPD Services means the services delivered by the RACGP to review the Provider's education activity application against the CPD Activity Standards to determine whether an activity is approved.

Dashboard means the digital environment hosted by the RACGP and accessible by the Provider to facilitate and manage the education and administrative requirements for provision of CPD activities.

Data means all data and information that the RACGP gives to the Provider in connection with this Agreement.

Fees mean the prescribed fees, including, but not limited to, the annual fee, charged by the RACGP under this Agreement and specified in Schedule 1.

GP means a general practitioner in Australia.

Intellectual Property Rights means all existing and future Intellectual Property Rights throughout the world, whether protected by statute or not, including rights in relation to any copyright, trademarks, designs, inventions (including patents), discoveries, algorithms or formulae, know-how, trade secrets, trade dress and get-up and domain names, semiconductor or circuit layout rights, whether or not registrable, registered or patentable, including any right to

apply for grant or registration of any such rights and all renewals and extensions of these rights.

Logo means any of the distinguishing marks developed by the RACGP for identifying and publicising CPD Approved Activities.

Program Coordinator means a dedicated relationship manager, nominated by the RACGP, who provides education advice, support and information about RACGP CPD resources and services.

Provider is an organisation that meets the CPD Provider Standards and CPD Activity Standards, and has a current CPD Provider Agreement with the RACGP CPD Program for the provision of CPD Approved Activities for GPs.

Provider Eligibility Criteria is a self-assessment document set out in the Annexure that Providers must use to assess their eligibility as an RACGP CPD Provider.

Provider Handbook means the document titled *Continuing Professional Development (CPD) Program: Provider handbook*, as updated from time to time, and attached as an Annexure.

Quality Assurance Assessment (or **QAA**) means the RACGP's review of the Provider's activities to maintain quality and performance standards for CPD activities.

Representative means a party's directors, officers, employees, consultants and personnel, and in the case of the Provider, includes the CPD Representative. The Provider is not a Representative of the RACGP or vice versa.

Sponsorship Guidelines mean the guidelines described in the *Provider handbook*.

Strapline means prescribed text required by the RACGP for publicising CPD Approved Activities.

Third-Party Material means any material in which a third party owns the Intellectual Property Rights.

2. General

2.1 This Agreement is made on the date it is fully executed by both parties.

2.2 This Agreement does not create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties.

- 2.3 The Provider acknowledges and agrees it is an independent contractor and not the RACGP's agent, and it has no authority to bind the RACGP by contract or otherwise.
- 2.4 Neither this Agreement nor any rights or obligations under it may be assigned, novated or otherwise transferred by the Provider.
- 2.5 This Agreement is governed by the laws exercised by the courts in the State of Victoria. The parties irrevocably submit to the exclusive jurisdiction of the courts of that State.
- 2.6 This Agreement cannot be amended, supplemented, varied or replaced except in writing signed by the parties.
- 2.7 This Agreement along with the Schedules and Annexures constitutes the entire agreement between the parties and supersedes all prior agreements, representations, negotiations and correspondence.
- 2.8 Each party will bear its own legal costs and expenses in connection with the preparation, negotiation, execution and completion of this Agreement.
- 2.9 The Provider must do all things reasonably required by the RACGP (including executing all documents) to give full effect to this Agreement and the transactions contemplated by it.
- 2.10 This Agreement may be executed in any number of counterparts.
- 2.11 This Agreement must not be interpreted against the drafting party solely on the basis it was drafted by that party.

3. Interpretation

- 3.1 Headings are for convenience only and do not form part of the interpretation.
- 3.2 The singular includes the plural, and the converse also applies.
- 3.3 A gender reference includes all genders.
- 3.4 A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- 3.5 A reference to a company includes that company's related bodies corporate.

- 3.6 A reference to a business day means a day (other than a Saturday, Sunday or public holiday) on which the banks are open for general banking business in Melbourne.
- 3.7 A reference to dollars, AUD or \$ is a reference to Australian dollars.
- 3.8 To the extent of any inconsistency between the documents comprising this Agreement, the following order of interpretation will apply:
- (a) the Schedules in numerical order;
 - (b) this Agreement; and
 - (c) any other document incorporated in this Agreement by attachment or reference.

4. Term

This Agreement begins on the Start Date specified in Schedule 1 and finishes on the End Date specified in Schedule 1, unless terminated earlier.

5. Scope of Agreement

This Agreement includes its Schedules, Annexures, and incorporates the *Provider handbook*, as updated from time to time.

6. Fees

This Agreement is conditional on the Provider paying all Fees to the RACGP.

7. Provider's Warranties

The Provider warrants that:

- 7.1 it and its representatives who will provide the CPD Approved Activities have the requisite knowledge, skill and expertise to provide the CPD Approved Activities in accordance with this Agreement;
- 7.2 the CPD Approved Activities will not infringe on any right of any third party (including, without limitation, any Intellectual Property Rights) or applicable law, statute, regulation, code or rule;
- 7.3 it has the capacity to enter into this Agreement; and
- 7.4 it has read, understood and will comply with the *Provider handbook* and the Provider Eligibility Criteria.

8. Provider's General Obligations

- 8.1 The Provider must (and must ensure that its representatives):
- (a) at all times in the performance of its obligations under this Agreement, comply with all applicable laws and any RACGP policies as notified to the Provider from time to time.
 - (b) provide the CPD Approved Activities:
 - (i) in accordance with this Agreement, including the Provider Obligations and the CPD Representative obligations set out in Schedule 2;
 - (ii) with due care and skill;
 - (iii) in a proper and efficient manner using that standard of skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of CPD activities in Australia; and
 - (iv) in accordance with all applicable laws.
 - (e) comply with any lawful and reasonable direction of the RACGP or its representatives in connection with this Agreement;
 - (f) promptly notify the RACGP as soon as reasonably practicable if the Provider becomes aware of any actual or potential conflict between its own interests and duties (or those of its representatives) and the RACGP's interests and duties. If the RACGP considers that the conflict cannot be avoided or managed to the RACGP's reasonable satisfaction, the RACGP may terminate this Agreement by written notice to the Provider; and
 - (g) promptly notify the RACGP of any change in circumstances that may affect the Provider's ability to perform its obligations.
- 8.2 The Provider must not (and must ensure that its representatives) do not:
- (a) represent or pass off any CPD activity as approved by the RACGP until such activity has been approved; or

- (b) conduct (or continue to conduct) any CPD Approved Activities without a responsible CPD Representative and provision of educational expertise.

9. RACGP's General Obligations

Subject to the Provider paying all Fees, the RACGP will:

- 9.1 provide the CPD services;
- 9.2 offer clarification and support regarding RACGP policies, procedures, the *Provider handbook* and the CPD Provider Standards and CPD Activity Standards;
- 9.3 provide Quality Assurance Assessments; and
- 9.4 grant the Provider access to the Dashboard.

10. Licence to use Dashboard

The RACGP grants to the Provider a limited, revocable, non-exclusive, royalty-free licence in Australia to use the Dashboard for the purpose of facilitating the provision of CPD Approved Activities for the Term.

10.1 Access to Dashboard

The Provider acknowledges that access to the Dashboard, systems, networks and data is:

- (a) granted only to the Provider's authorised personnel with a legitimate business role in relation to facilitating the provision of CPD Approved Activities;
- (b) granted with only the privileges reasonably necessary to undertake the services;
- (c) withdrawn on the End Date, or on termination, whichever is first;
- (d) subject to the [Dashboard terms of use](#), as updated from time to time; and
- (e) subject to the Provider uploading material in the prescribed format.

10.2 Use of the Dashboard

- (a) The Provider and its personnel must not use any part of the Dashboard, systems, networks or data to supply any services to any third party without written prior approval from the RACGP.
- (b) The Provider must take all reasonable steps to ensure that the Dashboard, system, network

and data are not accessed by any unauthorised third party.

- (c) The Provider must not, and must ensure that the Provider's personnel do not, use the Dashboard:
 - (i) for the advertising of products;
 - (ii) for dissemination of political material (including political lobbying);
 - (iii) in a manner that compromises the security or performance of the Dashboard;
 - (iv) to engage in unacceptable behaviour, such as discrimination, harassment, bullying or violence; or
 - (v) in any other manner that may affect the RACGP's reputation.

10.3 Dashboard Security

The Provider must operate the Dashboard and all applications, computer and network systems used in connection with this Agreement in a secure manner and must take all reasonable steps to ensure that there is no misuse of the Dashboard by its representatives.

10.4 Safeguards

The Provider must have robust and reliable safeguards and processes in place to ensure:

- (a) physical security of data, equipment and logical security of the systems used for accessing the Dashboard;
- (b) the proper and responsible use of systems used for accessing the Dashboard;
- (c) the security of data being transmitted using the Provider's systems;
- (d) security measures in place to minimise the risk of data breaches during the Term.

10.5 Data

- (a) The Provider agrees that all data or any compilation comprising the data is owned by the RACGP and nothing in this Agreement gives the Provider any lien, interest or ownership rights in data.
- (b) If the Provider or its personnel have access to data in connection with this Agreement, it must:

- (i) take all reasonable measures in accordance with prudent IT practices and applicable laws to protect the security and integrity of the data; and

- (ii) on request by the RACGP at any time, including on termination of this Agreement, provide a complete electronic copy of the data in an electronic format reasonably specified by the RACGP.

- (c) The Provider must take all reasonable care to ensure that it does not introduce any material errors into the data.

11. Logo and Strapline

If, at the sole discretion of the RACGP, the Provider has met the CPD Provider Standards and CPD Standards, the RACGP will grant the Provider a limited, revocable licence to use the relevant Logo and Strapline.

The licence to use the Logo and Strapline is subject to RACGP policies and the *Provider handbook* as updated from time to time.

12. Quality Assurance Assessment

If, after a Quality Assurance Assessment, the RACGP determines that the Provider's performance of its obligations regarding CPD Approved Activities is deficient, the RACGP may, by written notice to the Provider, do one or more of the following:

- 12.1 direct the Provider to undertake Corrective Activities;
- 12.2 suspend the Provider's access to the Dashboard;
- 12.3 suspend the Provider's rights to use the Logo and/or Strapline;
- 12.4 suspend the Provider's rights to deliver RACGP CPD Approved Activities; and
- 12.5 terminate this Agreement.

13. Provider to Assist

The Provider agrees to provide all reasonable assistance requested by the RACGP in relation to the Quality Assurance Assessment/s. This assistance will include, as appropriate, the provision

of materials or making available materials to the RACGP for the purpose of the assessment.

14. Privacy

In this clause, **Notification Laws** mean the data breach notification laws introduced by the *Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth)* and **Personal Information** has the meaning given in the *Privacy Act (Cth)*.

14.1 In performing its obligations, the Provider may receive or have access to Personal Information and if so must:

- (a) comply with and ensure its personnel comply with the *Privacy Act*, including to:
 - (ii) not use any Personal Information except to the extent necessary to perform its obligations under this Agreement;
 - (iii) not disclose any Personal Information without obtaining the RACGP's prior written consent;
 - (iv) take all reasonable steps to ensure the Personal Information is kept in a secure and safe manner in accordance with applicable standards and protected against loss, misuse or unauthorised access, modification and/or disclosure;
 - (v) ensure that only those personnel needing access to the Personal Information are authorised to access the Personal Information;
 - (vi) ensure no copies of the Personal Information or any material containing Personal Information are made, unless otherwise authorised;
 - (vii) ensure all relevant personnel are aware of the requirements of the Notification Laws; and
 - (viii) ensure it has reasonable internal controls to monitor and identify any data breach/es in a prompt manner;
- (b) immediately notify the RACGP upon becoming aware the disclosure of Personal Information may be required by law;

- (c) promptly disclose or give access to Personal Information received from the RACGP to third parties upon written direction by the RACGP;
- (d) not cause or allow anything to be done resulting in the RACGP breaching the Privacy Act, and otherwise assist the RACGP to comply with the Privacy Act;
- (e) maintain a privacy policy which complies with the *Privacy Act*.

15. Intellectual Property Rights

15.1 Background Intellectual Property

This clause does not affect the ownership of each party's background Intellectual Property Rights and each party acknowledges that it has no interest and will make no claim to such.

15.2 Creation of Intellectual Property Rights

Ownership of the Intellectual Property Rights created in connection with this Agreement as between the RACGP and the Provider vests in the Provider upon creation. For the avoidance of doubt, Intellectual Property Rights in the Provider's CPD Approved Activities remain owned by the Provider.

15.3 Licence

The Provider grants the RACGP a non-exclusive, irrevocable, royalty-free and fee-free worldwide licence to use, modify, communicate, publish and adapt the Provider's Intellectual Property Rights in its materials and any other Intellectual Property Rights to the extent necessary to allow the RACGP to exercise its rights under this Agreement and to perform the CPD services.

15.4 Third-Party Materials

The Provider must:

- (a) notify the RACGP in writing where any Third-Party Material is supplied by the Provider to the RACGP as part of the CPD Approved Activities;
- (b) procure, at its own cost, any consents, approvals or licences required to give the RACGP the right to use the Third-Party Materials pursuant to Clause 15.3 or otherwise;
- (c) notify the RACGP of any relevant terms and conditions that will apply to the RACGP's use of those Third-Party Materials;

- (d) to the extent it is able to, pass on the benefit to the RACGP of any third-party warranties from any Third-Party Material licensor relating to that Third-Party Material;
- (e) where the Provider has not given notice to the RACGP under Clause 15.4, warrant that the Intellectual Property Rights in in the CPD Approved Activities do not contain any Third-Party Material.

16. Confidentiality

16.1 Obligations

In satisfying their respective obligations under this Agreement, the parties acknowledge they may receive or have access to Confidential Information of the other party. The parties acknowledge this Confidential Information is proprietary and valuable to that party, such that unauthorised disclosure would damage the Disclosing Party.

Accordingly, the Receiving Party must:

- (a) keep the Disclosing Party's Confidential Information confidential;
- (b) use or disclose the Confidential Information:
 - (i) only to the extent necessary to perform the obligations of this Agreement; or
 - (ii) with prior written permission of the Disclosing Party;
- (c) ensure any personnel who have access to the Confidential Information keep it confidential and comply with the Receiving Party's obligations; and
- (d) ensure any representative of a party who has access to the Confidential Information keeps it confidential and complies with a Receiving Party's obligations under this clause.

16.2 Default

If there is uncertainty as to whether any information is Confidential Information or is lawfully within the public domain, then subject to the Receiving Party providing documented evidence to the contrary to the Disclosing Party's reasonable satisfaction, such information will be deemed Confidential Information and not within the public domain.

16.3 Permitted Disclosure

A Receiving Party may only disclose Confidential Information to its personnel who need to know that Confidential Information for the delivery of the obligations of this Agreement, but only to the extent of that necessity and the Receiving Party must ensure the relevant personnel are made aware of the contents of the Receiving Party's obligations under this Agreement.

16.4 Mandatory Disclosure

A Receiving Party may disclose Confidential Information to the extent required by:

- (a) law;
- (b) an order of any court, tribunal or comparable body of a competent jurisdiction; or
- (c) any governmental agency, regulatory body or other administrative body with the legal authority to require disclosure, and where such disclosure is required, a Receiving Party must do everything reasonable to:
 - (i) ensure the third-party recipient of the Confidential Information is made aware the information is confidential;
 - (ii) limit any such disclosure in any way the Disclosing Party reasonably requests; and
 - (iii) give the Disclosing Party sufficient notice to enable it to take action to protect its Confidential Information.

17. Subcontracting

Except for matters relating to its day-to-day operations and staffing requirements, the Provider must not subcontract the performance any of its obligations under this Agreement without the prior written consent of the RACGP.

18. Indemnity

The Provider indemnifies the RACGP against any loss incurred or suffered by the RACGP in connection with any claim in connection with this Agreement.

19. Insurance

The Provider must maintain insurance policies of a type and for a sum insured a prudent business in the Provider's position would maintain, including professional indemnity insurance.

20. Dispute Resolution

A party must not commence any proceeding over a dispute arising from this Agreement (except for proceedings for interlocutory relief) until it has complied with this clause.

If the dispute is in relation to a Quality Assurance Assessment, the parties may only activate the dispute resolution provisions of this clause after following the steps set forth in the *Provider handbook* regarding Quality Assurance Assessments.

20.1 Resolution Procedure

- (a) A party claiming a dispute exists must provide written notice to the other party of the nature of the dispute (Dispute Notice).
- (b) Within 14 days of receipt of the Dispute Notice, the parties must meet at least once to try to resolve the dispute in good faith and expeditiously. This meeting or meetings must be attended by representatives of each party with the authority to intervene and resolve the dispute.
- (c) The parties agree all matters discussed during the meetings are confidential and without prejudice (as far as legally permissible) to any subsequent proceedings.
- (d) If the dispute is settled as a result of this meeting, the parties must sign an agreed terms of settlement within 10 days.
- (e) If the dispute is not resolved, either party may refer the matter for mediation by notifying the other party of such. If a mediator cannot be agreed upon between the parties, the mediator will be as chosen by the then President of the Law Institute of Victoria and is to be conducted upon such terms and timelines as imposed by that mediator.
- (f) The parties must bear their own costs of mediation.
- (g) If the parties cannot resolve the dispute by mediation, the parties are then entitled to enforce their rights in any court or tribunal of competent jurisdiction.

21. Termination

21.1 In addition to any other rights of termination under this agreement, a party may immediately terminate this Agreement by notice to the other party:

- (a) if the other party is in breach of any material term and the breach is incapable of remedy, or if the other party fails to remedy the breach within 15 business days after the date on which notice of the breach was served on it;
- (b) if the other party breaches an otherwise non-material term in a repeated or egregious fashion;
- (c) if, in respect of a party that is a corporation, a receiver, receiver and manager, trustee, administrator, other controller or similar official is appointed over any of the assets or undertaking of a party, or that party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent;
- (d) if, in respect of a party who is an individual, the party becomes bankrupt or enters into any arrangement or composition with their creditors or proposes to do so; or
- (e) if the other party is unable to perform its obligations or exercise any of its rights under this Agreement for a continuous period of 30 days.

21.2 In addition to any other rights of termination under this agreement, the RACGP may terminate this Agreement by notice to the Provider:

- (a) if the Provider fails to meet the requirements of the Provider Eligibility Criteria in any way; or
- (b) at the convenience of the RACGP.

22. Consequences of Termination

On termination of the Agreement, the Provider:

- 22.1 forfeits all access, rights and privileges associated with its CPD Approved Activities;
- 22.2 forfeits all access, rights and privileges associated with its licence to the Dashboard; and
- 22.3 ceases to be a licensee of all RACGP

materials including (by way of example and not limitation), the Logo, Strapline, Intellectual Property Rights and all other materials associated with the CPD Services.

22.4 Return of materials.

22.5 On termination, the Provider must immediately return to the RACGP all material in its possession or control that belongs to the RACGP.

23. Notices

All notices must be in writing, signed and addressed to the addressee's representative, by prepaid post or email at the address stipulated for that party.

Notices are deemed received by the addressee:

23.1 in the case of prepaid post, two business days after posting, or if posted to or from a place outside Australia, five business days after posting; and

23.2 in the case of email, when the sender's electronic mail system generates a message confirming transmission of the email unless, within one day after transmission, the recipient informs the sender it has not received the entire notice, or the sender receives notification the email has not been successfully delivered.

Executed as an agreement

Executed by and on behalf of **The Royal Australian College of General Practitioners Ltd** ABN 34 000 223 807 by being signed by its authorised representative:

Signature

Name

Date

Executed by Provider name/ABN

in accordance with the requirements of section 127 of the *Corporations Act* 2001 (Cth) by

Signature of Director

Signature of Director/Company Secretary

Name of Director

Name of Director/Company Secretary

Date

Schedule 1

1. Provider

Name

Address

ABN Country

2. Start Date 1 January 2023

3. End Date 31 December 2025

4. Fee \$

Number of annual CPD Approved Activities and GP attendances

	No. of CPD activities	No. of GP attendances	Annual fee (including GST)
Entry level/ new Provider	NA	NA	\$1375
Level 1	1–10	1–500	\$1375
Level 2	1–20	501–<4000	\$3025

Subject matter expert content review
As per the RACGP’s current rate to be billed per hour

5. Nominated Representative

The RACGP

Attention

Address: 100 Wellington Parade, East Melbourne, Victoria, 3002

Email

Phone

Name

Attention

Address

Email

Phone

6. Notices

The RACGP

Attention

Address: 100 Wellington Parade, East Melbourne, Victoria, 3002

Email

Phone

Name

Attention

Address

Email

Phone

Schedule 2

Item Provider Obligations

- 1** The Provider must:
- 1.1 ensure that it has read, understood and at all times complies with the CPD Provider Standards and all provisions in the *Provider handbook*, and has filled out, and will comply with, the Provider Eligibility Criteria;
 - 1.2 appoint at all times a suitably qualified, skilled and experienced individual to act as the CPD Representative to develop and manage the CPD Approved Activities.
 - 1.3 ensure the person nominated as the CPD Representative attends CPD Representative training;
 - 1.4 monitor the operations of its CPD Representative
 - 1.5 remain responsible for the delivery of the CPD Approved Activity;
 - 1.6 support and assist the RACGP with the processes set out for CPD Quality Assurance Assessment and Compliance;

2 CPD Representative obligations

The Provider must appoint at least one CPD Representative who will:

- 2.1 ensure that it has read, understood and all times complies with all provisions in the *Provider handbook*;
 - 2.2 ensure that all CPD activities are designed, developed, delivered and evaluated against the CPD Activity Standards;
 - 2.3 submit an initial CPD activity application for relevant activity type/s for adjudication, as outlined in the *Provider handbook*;
 - 2.4 ensure that an application for a CPD activity has been approved by a specialist GP before submitting to the RACGP;
 - 2.5 ensure that all CPD Approved Activities are compliant with Sponsorship Guidelines;
 - 2.6 ensure that all activity participants have access to the GP Feedback form, available in the *Provider handbook*;
 - 2.7 ensure that the appropriate CPD statement of attendance is issued to participants;
 - 2.8 complete in a timely fashion all aspects of the Activity Report;
 - 2.9 retain responsibility for all administrative activities (including updating and amending of activities) in relation to each CPD Approved Activity
 - 2.10 liaise with the RACGP Program Coordinator to assist in the Provider's compliance with this Agreement (including during Quality Assurance Assessments and all other compliance matters);
 - 2.11 do all things reasonably necessary to facilitate the parties' compliance with this Agreement, including completing all applications, submissions, forms and notices in a timely, accurate and comprehensive manner;
 - 2.12 maintain accurate and complete documentation for all CPD Approved Activities in a manner that allows ready access and timely submission to the RACGP as and when requested;
 - 2.13 conduct a post-delivery evaluation (activity report) of each CPD Approved Activity;
 - 2.14 conform with all other requirements described in the *Provider handbook*.
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Annexures

Continuing Professional Development (CPD) Program: Provider handbook:

- RACGP CPD Standards
- Provider Eligibility Criteria

RACGP Dashboard terms and conditions

Disclaimer

The information set out in this publication is current at the date of first publication and is intended for use as a guide of a general nature only and may or may not be relevant to particular patients or circumstances. Nor is this publication exhaustive of the subject matter. It is no substitute for individual inquiry. Compliance with any recommendations does not guarantee discharge of the duty of care owed to patients. The RACGP and its employees and agents have no liability (including for negligence) to any users of the information contained in this publication.

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We acknowledge the Traditional Custodians of the lands and seas on which we work and live, and pay our respects to Elders, past, present and future.

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