
The Royal Australasian College of Surgeons and the Australian Society of Plastic Surgeons collaborate in the delivery of the Surgical Education and Training Program in Plastic and Reconstructive Surgery.

Training Regulation: Trainee Agreement

1. PURPOSE AND SCOPE

This document outlines the Australian Board of Plastic and Reconstructive Surgery (“**the Board**”) regulations and process for the signing of the Training Agreement to signify the acceptance of an offer for a training position in the Plastic and Reconstructive Surgery (“**PRS**”) program of Surgical Education and Training (“**SET**”).

2. OVERVIEW

Trainees on a pathway to Fellowship are expected to conduct themselves with honesty and integrity and in accordance with their Training Agreement. The Royal Australasian College of Surgeons (“**RACS**”) and the Australian Society of Plastic Surgeons (“**ASPS**”) collaborate via the Board to deliver SET for PRS. Following the Board’s offer of a training position, a candidate SET trainee must accept the offer by way of returning a signed Training Agreement including any requests to vary training (for instance deferral of commencement of training).

3. AGREEMENT

The Trainee Agreement, signed by a trainee to accept appointment to the SET Program, is Appendix A of this training regulation.

4. ASSOCIATED DOCUMENTS

RACS Regulation: Selection to Surgical Education and Training (ETA-SET-005)
RACS Policy: Trainee Agreement (ETA-SET-018)
RACS Regulation: SET Misconduct (ETA-SET-026)
RACS Regulation: Trainee Registration and Variation (ETA-SET-010)
RACS Policy: Privacy of Personal Information (REL-RMT-001)
RACS Policy: Privacy (Conduct Matters) (POL-I004)
Selection Regulation: Selection into Plastic & Reconstructive Surgical Education and Training
Training Regulation: Dismissal from SET
Training Regulation: Training Agreement
Training Regulation: Trainee Misconduct
Training Regulation: Variation of Training
ASPS Privacy Policy and ASPS Privacy Statement

5. APPENDIX A

SURGICAL EDUCATION & TRAINING TRAINING AGREEMENT

Royal Australasian College of Surgeons

Background

The Royal Australasian College of Surgeons (“**RACS**”) is committed to ensuring that surgical training is undertaken in an appropriate environment, and that trainees understand both their rights and their duties as members of the training program. It is important that the training program is conducted in a manner that ensures transparency and accountability and achieves the required educational standards. This document sets out the Statement of Intentions of the trainee for the duration of the training program.

Acknowledgement by Trainee

I, agree and declare that:

(Name in block letters)

By accepting a place in the Surgical Education and Training (“**SET**”) Program of the RACS I am beginning a pathway to fellowship of RACS, which will be awarded upon successful completion of the specified training and assessment requirements.

I have read all information relevant to my participation in the SET Program in Plastic & Reconstructive Surgery.

I have rights as a trainee that are implicit and explicit in the approved policies, procedures and regulations of RACS, its boards and committees.

I agree to comply with and fully observe all SET Program requirements.

I am not aware of any personal circumstances, apart from those declared in my application or subsequently advised to the Australian Board of Plastic & Reconstructive Surgery (“**Board**”), (including medical registration status, health and medical conditions, visa status, family or other responsibilities, personal values or beliefs) that may now affect my eligibility for appointment to the SET Program or which would prevent me from performing all requirements of the SET Program, and the work necessary to be undertaken (unless previously discussed with and explicitly acknowledged in writing by the Board).

I understand that should I withdraw from the SET Program, I have a 48 hour cooling off

APPENDIX A Training Agreement

period during which I can rescind that decision, without prejudice. Following the cooling off period, should I then desire to return to the SET Program, I must re-apply for selection as a former trainee in accordance with relevant RACS policies.

I will endeavour to achieve the objectives of surgical training, which are to acquire skills, knowledge and experience in the following competencies:

- Medical Expertise and Judgement & Clinical Decision Making
- Technical Expertise
- Communication
- Teamwork and Collaboration
- Health Advocacy (inc. Cultural Competence and Cultural Safety)
- Management and Leadership
- Scholarship and Teaching
- Professionalism and Ethics

I agree to be an active participant, optimising to my personal benefit the educational experiences and opportunities presented to me, including but not limited to making all reasonable efforts to undertake clinical training rotations to which I am allocated.

I undertake to observe all relevant RACS and Australian Society of Plastic Surgery (“**ASPS**”) policies in relation to surgical training and to comply with all regulations and reasonable directions of RACS and ASPS. I understand that failure to do so may result in my suspension or dismissal from the training program. It is my responsibility to ensure that I am aware of all RACS and ASPS policies, procedures, and regulations (as amended from time to time), including the Privacy of Personal Information policy and the Privacy (Conduct Matters) policy, and that I will comply with these within all relevant time limits and deadlines notified.

I agree and undertake to maintain the confidentiality of, and not disclose, any materials which are used as part of the delivery of the selection process and the training program to any party not directly responsible for my selection or training. These may include but are not limited to selection processes, training processes, training procedures, the Curriculum, assessment tools, the logbook tool, the training management systems, and ASPS or RACS websites and systems.

I commit myself to the values of RACS and the ASPS, which I will uphold and promote, and will observe the RACS Code of Conduct and the ASPS Code of Practice.

I agree that if I have concerns regarding my training, it is my responsibility to initiate the process to have these concerns addressed. I acknowledge that I can approach and seek appropriate guidance from:

- My supervisor
- My mentor (if appointed)
- The Regional Subcommittee Chair in the first instance, or the Board Chair
- The Executive General Manager Education RACS

APPENDIX A Training Agreement

I understand that if I chose to approach a member of the Board for advice and guidance that this will not by itself impact on that member's ability to exercise their Board duties in accordance with RACS and ASPS policies.

I agree and acknowledge that while I may seek advice and support, no Fellow of RACS or member of staff is authorised to vary the conditions, rules, guidelines or policies of RACS Training Program. Any change or variation of these conditions, rules, guidelines or policies or any extension of time must be confirmed to me in writing after appropriate approval has been received.

I agree to personally participate in RACS review processes in relation to my performance on the training program. I acknowledge that the RACS has a *Reconsideration Review and Appeal Policy* regarding any decision about my surgical training with which I disagree.

I agree to seek and provide feedback about my training experience, as appropriate. If I have concerns about my training experience, it is my responsibility to raise them.

Employment and Training

I acknowledge that while RACS, the Board and ASPS are the accredited educational providers, they are not my employers.

I agree to accept a training allocation other than in my preferred state and understand that the Board cannot provide any assurance of my transferring to my preferred training state over the duration of my training. I acknowledge it is my responsibility to contact hospitals to which I am allocated for training no later than 4 weeks after receiving that notification to initiate employment procedures. I understand that failure to do so may result in the hospital refusing employment. I must abide by all conditions of my employment.

Where there is conflict between my employment obligations and training requirements, I will advise my supervisor accordingly.

Collection and disclosure of personal information

I agree to RACS and ASPS the collection, storage and use of data submitted via my assessments for the purposes of managing my progression through training and research into assessment tools.

I grant RACS, the Board and the ASPS permission to release my contact details to the hospitals where I am allocated a training post, and to provide my supervisor access to my prior assessments so as to maximize my learning experiences.

I authorise the release of my contact details to ASPS To enable it to contact me about educational opportunities, events and matters relating to the SET Program.

I acknowledge that RACS, the Board, ASPS and health institutions will collect, hold and use

APPENDIX A Training Agreement

information including personal information in relation to my professional conduct, breach of the RACS Code of Conduct or ASPS Code of Practice, or allegations of discrimination, bullying or sexual harassment.

I acknowledge I am bound by the provisions of the RACS Privacy of Personal Information Policy and RACS Privacy (Conduct Matters) Policy, and the ASPS Privacy Policy and ASPS Privacy Statement. Under these policies, I consent to RACS and ASPS disclosing relevant information to health institutions and authorise health institutions to disclose relevant information to RACS and ASPS in connection with surgical training, complaints handling and mandatory RACS course completion.

I grant RACS, the Board and ASPS permission to utilise my de-identified training data for evaluation purposes of the SET Program. I agree that any de-identified aggregated data may be used in accordance with RACS' Privacy of Personal Information Policy and the ASPS Privacy Policy and ASPS Privacy Statement.

I release my supervisor, the Board and RACS (and its representatives) from all claims or liability arising from advice or assistance given in good faith.

I acknowledge that it is my responsibility to be fully informed and aware of all requirements of RACS and ASPS, particularly rules, guidelines, time limits, regulations and policies in relation to the SET Program, including information available on the RACS and ASPS websites.

Compliance

I agree to make all applications and provide all information required by RACS and ASPS within the time limit or deadlines stipulated by RACS and ASPS.

I certify that during the period of my training, every surgical case I log will be accurate.

I am aware of my personal accountability in relation to the assistance I provide to my consultants and any fees I charge for my services. I will ensure that I am acting at all times within legal and ethical guidelines regarding practices in and around assisting my consultants and billing in my state or region. I will check both the hospital policy and/or regional health or State or Territory health authority's guidelines and policies in relation to my billing for assistance provided to my consultants, both in the hospitals in which I work and other public or private hospitals off campus. This will also apply to all cases assisted under Workcover or Workers' Compensation regimes.

I understand that I may be subject to dismissal from the SET Program if one or more of the following events take place:

- I provided false and/or misleading information in my application for selection into the SET Program in Plastic and Reconstructive Surgery;
- I am reported to Australian Health Practitioner Regulation Agency (AHPRA) and any professional body or complaints authority in any State or Territory;
- I receive a negative report from AHPRA.

APPENDIX A
Training Agreement

I understand that the above list is not intended to be exhaustive.

In the event a complaint is made about me to RACS and/or the Board and/or ASPS, I will cooperate fully in any inquiries and assist RACS and/or the Training Board and/or ASPS as requested.

Furthermore, should a complaint be made about me to my employer that in any way impacts on or involves this Training Agreement, I agree to notify RACS, the Board and ASPS of such a complaint and the steps being taken by my employer to resolve such a complaint.

Acceptance

I accept the rights and responsibilities of this Training Agreement.

Signed:

Trainee

Name in block letters

Date: ----- 20-----

RACS ID: -----