



AOA
AUSTRALIAN
ORTHOPAEDIC
ASSOCIATION

AUSTRALIAN ORTHOPAEDIC ASSOCIATION LIMITED

TRAINING AGREEMENT

AOA 21 TRAINING PROGRAM

Background

The Australian Orthopaedic Association Limited (AOA) is committed to ensuring that the AOA 21 Training Program is undertaken in an appropriate environment, and that trainees understand both their rights and their duties as members of the AOA 21 Training Program. It is important that the AOA 21 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 and the AOA Federal Training Committee for the duration of the AOA 21 Training Program. The trainee will have signed this document (or a document in a similar form) on one or more occasions at an earlier stage during the AOA 21 Training Program. The Trainee will be required to sign an updated Training Agreement on an annual basis. This document may be executed in any number of counterparts. Each counterpart is an original. All counterparts, taken together, constitute one instrument. The parties consent to electronic execution.

Acknowledgement by Trainee

1. Active Learning

During the AOA 21 Training Program:

- 1.1. I have endeavoured, and will continue to endeavour, to achieve the objectives of surgical training, which are to acquire skills, knowledge and experience as outlined in the Curriculum for Education and Training in Orthopaedic Surgery.
- 1.2. I undertake to ensure that my actions and behaviours align with the AOA Ethical Framework.
- 1.3. I have been, and agree to continue to be, an active participant, optimising to my personal benefit the educational experiences and opportunities presented to me.
- 1.4. I agree to complete the urban and rural clinical rotations allocated to me for the duration of training, within the provisions of the AOA 21 Flexible Training Policy.
- 1.5. I acknowledge that the AOA 21 Training Program includes a competency-based stages of training progression structure.
- 1.6. I agree to comply with any applicable laws, regulations, standards, and formal rules of ethics.
- 1.7. I have observed, and undertake to observe, all relevant AOA and Royal Australasian College of Surgeons (RACS) policies in relation to surgical training and have complied, and will continue to comply, with all regulations and reasonable directions of AOA and RACS. I understand that failure to do so may result in my suspension or dismissal from the AOA 21 Training Program.
- 1.8. I acknowledge that policies and regulations are subject to change throughout the duration of my training at the discretion of the AOA Board or the RACS

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Council (as applicable). It is my responsibility to ensure that I am aware of all policies, procedures and regulations, and that I comply with these within all relevant time limits and deadlines notified.

The relevant policies and processes are available to read at www.aoa.org.au (via the [Learn@AOA platform](mailto:Learn@AOA)) and www.surgeons.org.

AOA's Code of Conduct, Ethical Framework, Constitution, Privacy Collection Notice, fee information and other policies are available to read at www.aoa.org.au.

- 1.9. I agree that where there is any discrepancy or inconsistency exists between this Training Agreement and any AOA or RACS policies in relation to surgical training, then the AOA or RACS policies shall prevail to the extent of any inconsistencies.

2. Seeking Guidance or Raising Concerns

- 2.1. 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:
- 2.1.1. My AOA Trainee Supervisor
 - 2.1.2. My AOA Director of Training
 - 2.1.3. My mentor (if appointed)
 - 2.1.4. My AOA Regional Training Committee Chair
 - 2.1.5. The AOA National Education & Training Executive Manager
 - 2.1.6. The AOA Chair of Education & Training
- 2.2. If I choose to approach an AOA representative for advice and guidance I agree and acknowledge that that this will not by itself impact on that representative's ability to exercise the duties of their role in accordance with AOA policies.
- 2.3. I agree and acknowledge that while I may seek advice and support, no Fellow or member of staff of either AOA or RACS is authorised to vary the rules and guidelines for the AOA 21 Training Program, or the policies in relation to the AOA 21 Training Program. Any change or variation of these conditions, guidelines or policies or any extension of time must be confirmed to me in writing after appropriate approval has been received.
- 2.4. I agree to personally participate in review processes in relation to my performance on the AOA 21 Training Program. I acknowledge that AOA has a Reconsideration, Review and Appeal of Training Decisions Policy and a Reconsideration, Review and Appeals Policy. I also acknowledge that RACS has a Reconsideration, Review and Appeal Policy.
- 2.5. I agree to seek and provide feedback about my training experience, as appropriate and when requested by AOA or RACS. If I have concerns, it is my responsibility to raise them.
- 2.6. In the event a complaint is made about me to AOA or RACS I will cooperate fully in any investigation and assist AOA or RACS as requested. Further, 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 AOA or

RACS as soon as practicable of such a complaint and the steps being taken by my employer to resolve such a complaint.

- 2.7. I give consent for the records of my training portfolio, including the operative procedures in which I participate and which I document online in the eLog, to be made available by AOA to third parties for the purpose of monitoring, evaluation or documenting trainee experience data. For example, such data may be used when assessing the suitability of particular hospital posts for the AOA 21 Training Program; and the number and nature of procedures undertaken by trainees may be released to health departments, hospital administrators and other relevant authorities.

3. Employment Responsibilities

- 3.1. I also acknowledge that I am not employed by AOA or RACS and that during the AOA 21 Training Program I have abided by, and must abide by, my employment conditions with each hospital to which I am allocated.
- 3.2. I grant AOA permission to release my contact details to each hospital where I am allocated a training post.
- 3.3. I acknowledge it is my responsibility to contact each hospital to which I am allocated no later than 4 weeks after notification to initiate employment procedures and to complete all employment documentation in a timely manner, and I understand that failure to do so may result in the hospital refusing employment. This is outside the control of AOA and I release AOA from all claims, costs, expenses or liability, whether direct or indirect, arising from my failure to obtain employment from a hospital to which I am allocated.
- 3.4. I understand that recruitment to positions is guided by the relevant department of health or hospital recruitment policies and may include pre-employment and referee checks that must be conducted before I can commence employment.
- 3.5. Where there is conflict between my employment obligations and training requirements, I will advise my AOA Director of Training accordingly.

4. Acknowledgement and Release

- 4.1. I release my AOA Director of Training, the AOA Federal and Regional Training Committees, AOA and RACS (and their representatives) from all claims, costs, expenses or liability, whether direct or indirect, howsoever arising from advice or assistance given by any one or more of them in good faith in relation to this Training Agreement and the AOA 21 Training Program.
- 4.2. I acknowledge that it is my responsibility to be fully informed and aware of all requirements, particularly rules, guidelines, time limits, and policies in relation to the AOA 21 Training Program, including information available on the AOA and RACS websites and any other relevant health or medical body.
- 4.3. I acknowledge that I have read the AOA Constitution, Code of Conduct and Ethical Framework and that I am fully cognisant of my responsibilities as a member of AOA.
- 4.4. I agree to make all applications and provide all information required by either AOA or RACS within the time limit or deadlines stipulated by either organisation.

4.5. I declare that I am not aware of any personal circumstances (including, but not limited to, health and medical conditions, visa status, family or other responsibilities, personal values or beliefs), which would prevent me from performing all requirements of the AOA 21 Training Program, and the work necessary to be undertaken other than as previously notified by me, discussed with, and explicitly acknowledged in writing by, the AOA Federal Training Committee.

4.6. I agree that should this change during the course of my training that I will immediately advise AOA accordingly.

5. Disclosure of Information

5.1. I authorise and agree to AOA disclosing information relating to my training, including but not limited to information on my progression and performance, to RACS, the AOA Board, my Trainee Supervisors and Directors of Training, Health Services, Hospital Administration and Departments to which I rotate during the AOA 21 Training Program and such other persons or organisations in any way involved in the AOA 21 Training Program.

5.2. I acknowledge that I have read and understand the AOA Privacy Collection Notice.

5.3. I acknowledge that intellectual property and confidential information of AOA and other parties (including but not limited to information relating to AOA 21) may be disclosed to me or I may become aware of such information during the AOA 21 Training Program or otherwise in communications to and from AOA from time to time. I acknowledge and agree:

5.3.1. that I do not have any right, title or interest in any intellectual property or confidential information of AOA;

5.3.2. that I have kept, and will keep, the intellectual property or confidential information absolutely confidential at all times and have not, and will not, (directly or indirectly) reveal it to any third party without AOA's prior written consent;

5.3.3. to take all reasonable steps and use my best endeavours to protect it from unauthorised disclosure;

5.3.4. I have only used it, and will only use it, for the purposes for which it was disclosed;

5.3.5. to notify AOA immediately if I become aware of any suspected or actual breach of confidentiality or infringement of intellectual property rights; and

5.3.6. to indemnify AOA and its related entities and associates against any action claims, costs, expenses or losses suffered or incurred by AOA as a result of my breach of confidentiality or my infringement of AOA's intellectual property rights.

6. Acceptance by Trainee

I accept the rights and responsibilities of my position in relation to, and as set out in, this document

Signed: _____
Trainee Name in block letters

Date: _____

7. Acknowledgement by AOA Chair of Education and Training (or delegate)

As the representative of the AOA Federal Training Committee:

- I agree that the AOA 21 Training Program will be conducted in accordance with all relevant policies and procedures. The AOA Federal Training Committee will, through their Directors of Training, Trainee Supervisors and other members, endeavour to:
 - Allocate approved clinical rotations (including rural terms) to trainees
 - Allocate to each trainee a Director of Training and Trainee Supervisor for each clinical rotation
 - Assist the trainee in achieving their education needs
 - Review the trainee's learning objectives, in an endeavour to ensure that they are realistic, achievable and within the scope of the learning opportunities available
 - Advise the trainee, as requested, on resources available to assist the trainee in achieving the objectives
 - Assist the trainee to make the time needed for attendance at any required teaching sessions (i.e. Bone School), making appropriate time allowance for learning needs, and providing the appropriate balance between training and service
 - Encourage a climate for learning and training
 - Meet regularly with the trainee, and conduct formal meetings at least every 3 months to review the trainee's progress and provide feedback
 - Complete all reports as required by AOA and RACS and the policies of the AOA 21 Training Program
- I agree and acknowledge that no individual member of the AOA Federal Training Committee, AOA Director of Training, other Fellows or members of staff of either AOA or RACS is authorised to vary the rules and guidelines for the AOA 21 Training Program, or the policies of AOA or RACS in relation to the AOA 21 Training Program. Any change or variation of these conditions, guidelines or policies or any extension of time will be confirmed to the trainee in writing after appropriate approval has been received.

Acceptance by AOA Chair of Education and Training (or delegate)

I accept the rights and responsibilities of my position relating to this document.

Signed: _____
Chair, Education and Training Name in block letters
(or delegate)

Date: _____.