



## Health Professional Fellowship Agreement

1. The parties to this agreement are:

and

**The Diabetes Association of the NT Inc on behalf of the Bill Raby Diabetes Fellowship Board of Governors.**

2. The award of the Bill Raby Diabetes Fellowship is made subject to the Applicant's agreement to be bound by the conditions set out below.
3. The award is subject to your written acceptance of the conditions set out below within 2 months of the date of offer.
4. The Board of Governors will provide the applicant with a financial subsidy of **\$00.00** for the Continuing Professional Development activity proposed in your application.
5. The Board of Governors will not be liable to pay any more money or for any other costs or expenses. You may vary the programme at your own expense.

**The            day of            2017**

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Authorised Delegate of the Board of Governors

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### CONDITIONS OF AWARD OF THE BILL RABY DIABETES FELLOWSHIP

**The Award of the Bill Raby Diabetes Fellowship is made subject to the Applicant's Agreement to be bound by the following conditions:**

1. *INCORPORATION OF APPLICATION:* Your application is incorporated into and forms part of this Agreement.
2. *TIMING:* Unless otherwise agreed to by the Board of Governors, the Fellowship activity must commence by **1 February 2015** and be completed by **1 December 2015**; if it is not undertaken with this time, the applicant may, at the absolute discretion of the Board of Governors, forfeit the Fellowship.
3. *APPROVED PROGRAMME:* The Board of Governors will advise the applicant of details of the Fellowship as approved by the Board of Governors.
4. *EVIDENCE OF COURSE ENROLMENT:* It is the responsibility of the applicant to provide evidence of course enrolment to the Approved Programme. The **Evidence must be submitted to the Board of Governors for approval at least 8 weeks before the applicant's proposed commencement date of the CPD activity.**
5. *PERSONAL TRAVEL:* The Final Itinerary may include personal travel to destinations other than those contained in the Approved Programme, however, personal or private travel does not constitute part of the Fellowship and approval by the Board of Governors of the Final Itinerary does not denote approval of such travel and the Board's approval is not to be implied.
6. *EXPENSES:* The applicant acknowledges that the Fellowship is not an award of a specific sum of money, but is a financial subsidy payment by the Board of Governors for the Continuing Professional Development activity proposed in your application, approved by the Board of Governors, subject to clause 17 of these conditions. The Board of Governors accepts no responsibility for any other travel or expenses incurred by the applicant.
7. *CHANGE IN CIRCUMSTANCES:* The Board of Governors reserves the right to cancel or terminate a Fellowship if the applicant changes employment or vocation and in the opinion of the Board of Governors the purpose for which the Fellowship was awarded may, by reason of such change, not be substantially fulfilled, or if for any reason the applicant's Proposed Programme is not approved by the Fellowship.
8. *HEALTH:* The granting of a Fellowship is subject to an assurance that the successful applicant does not suffer from any medical condition or disability that is likely to interfere with the completion of the approved programme. As such, the Fellowship is subject to the condition that the Board of Governors may require the applicant to furnish a health report after examination by a medical practitioner, or practitioners, approved by the Board of Governors. If the Board of Governors is

not satisfied with the health of the applicant, as evidenced by the health report, the Board of Governors may terminate or decline to provide the Fellowship.

9. *PASSPORTS ETC:* The applicant will be responsible for obtaining all necessary passports, visas and other travel documentation.
10. *INSURANCE:* Applicants are strongly encouraged to arrange medical and travel insurance to cover their Continuing Professional Development activity. The cost of medical and travel insurance is an eligible expenditure under the Fellowship. However arrangement of medical and travel insurance is the sole responsibility of the applicant.
11. *SECURITY AND PERSONAL SAFETY:* The awarding of a Fellowship and the approval by the Board of Governors of an applicant's Proposed Programme does not constitute a representation or warranty by the Board of Governors in relation to the security or personal safety of the applicant. The applicant is responsible for his or her own security and personal safety during the Fellowship and must take all appropriate steps and make all necessary enquiries to ensure their own security and personal safety during the Fellowship. The Trust is not responsible for any act of terrorism, war, warlike activities or any act of a military power.
12. *ILLNESS:* Illness that reduces the effective tenure of a Fellowship does not automatically entitle the applicant to an extension of the original period of the Fellowship, but the Board of Governors may, on application, grant such extension if it thinks fit.
13. *REFUNDS:* Any moneys paid or issued to the applicant in respect of a part of the Fellowship that is not completed, must be repaid to the Board of Governors within 30 days of a request from the Board of Governors.
14. *PUBLICATIONS:* The intellectual property and copyright of all reports and material submitted to the Board of Governors vests in the Board of Governors.
15. *PUBLICITY AND ONGOING SUPPORT:* The applicant agrees to actively promote the knowledge of the aims and ideals of the Board of Governors and to be as supportive as possible of the Board of Governors before, during and after completion of the Fellowship.
16. *FELLOWSHIP REPORT*
  - 16.1 The applicant must **within eight weeks of the date of completion of the Fellowship submit to the Board of Governors Fellowship Report** (one hard copy and one electronic copy) detailing the study, activities, and research undertaken during the Fellowship. The Board of Governors will withhold the amount of **\$920.00** which would otherwise be payable by the Board of Governors to the applicant until the Fellowship Report is submitted to the Board of Governors. The applicant further agrees that they shall forfeit the \$966.00 withheld by the Board of Governors if the applicant does not submit a Report within eight weeks of the completion of the Fellowship.
  - 16.2 The applicant warrants that his/her Fellowship Report will be original and will not infringe the copyright of any person, or contain anything which is, or the incorporation of which into the Fellowship Report will be actionable for defamation, interference with privacy, breach of confidence, contempt of court, passing off or contravention of any other private right or of any law.
17. *INDEMNITY*
  - 17.1 The applicant indemnifies the Board of Governors against all loss, liability and expense arising out of or in connection with all activities of the applicant in the course of the Fellowship. To the fullest extent allowed by law, the applicant releases the Board of Governors from any claim he/she may have against the Board of Governors (including any claim for negligence).
  - 17.2 The applicant indemnifies the Board of Governors against loss, liability and expense arising out of any intellectual property infringement or defamation proceedings brought against the Board of Governors to the extent such proceedings arise out of the publication of any report submitted to the Board of Governors by the applicant.
18. *NO EMPLOYMENT ETC:* The applicant acknowledges that at all times he/she is not a servant, agent, employee or contractor of or to the Board of Governors during his/her Fellowship.
19. *INCOME TAXATION LIABILITY:* The money paid in support of the Fellowship is paid on the basis that any income taxation impost that may arise shall be the sole and exclusive responsibility and liability of the Applicant and the Applicant shall indemnify and keep the Board of Governors indemnified in that regard.
  - 19.1 The Board of Governors shall be liable for any Goods and Service Tax impost arising from the Fellowship.
20. *MEANING OF BOARD OF GOVERNORS:* Board of Governors means the Bill Raby Diabetes Fellowship Board of Governors established by the Diabetes Association of the Northern Territory Inc. trading as "Healthy Living NT".

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## ACCEPTANCE

I, \_\_\_\_\_ accept Bill Raby Diabetes Fellowship offered to me by the Board of Governors on the terms contained in this document. I acknowledge that I have devised the Proposed Programme personally and that I have not relied on the expertise of the Board of Governors in any way. I accept full responsibility for the Proposed Programme and all activities in carrying out the Proposed Programme.

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(Date)