

Nurse Practitioner Pharmacotherapy Scholarship Agreement 2018

Between Western Victoria Primary Health Network and

_____NAME_____

phn
WESTERN VICTORIA

An Australian Government Initiative

Scholarship Agreement – Nurse Practitioner Pharmacotherapy

This Agreement is dated DD MM YYYY

Once completed, this document, forms an Agreement between the Western Victoria Primary Health Network and the Scholarship Recipient.

Parties to the Agreement

The Scholarship Recipient

Full name of Scholarship Recipient	[insert details]
Address	[insert details]
Telephone	[insert details]
Email	[insert details]
AHPRA Registration Number	[insert details]
Name of General Practice/ Medical Facility employer	[insert details]
Address of General Practice/ Medical Facility employer	[insert details]

Western Victoria Primary Health Network Limited

131 Myers St Geelong, Victoria, 3220
ABN 87 061 300 918

Background

Western Victoria Primary Health Network (Western Victoria PHN), as the lead agency for the Barwon South West Pharmacotherapy Area Based Network, has agreed to enter into this Agreement under which the Western Victoria PHN will provide the Scholarship Recipient (Recipient) with one Scholarship for the purpose of assisting the Recipient to undertake the tertiary study required by the scholarship.

The Recipient agrees to use the Scholarship and undertake tertiary study in accordance with this Agreement and the relevant Scholarship Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms (if any);
- (c) the General Scholarship Conditions (Schedule 1);

(d) the Scholarship Details;

(e) any other document referenced or incorporated in the Scholarship Details.

Terms in the Agreement shall have the meaning provided in the Agreement or in the General Scholarship Conditions (Schedule 1).

Each set of Scholarship Details, including Supplementary Terms (if any), only apply to the particular Scholarship and Activity covered by that set of Scholarship Details and a reference to the 'Agreement' in the Scholarship Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Scholarship and Activity.

If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to the Scholarship, the document appearing higher in the list above will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to the Scholarship and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, and the Recipient consents to any such use at the discretion of Western Victorian PHN.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Scholarship Details for Nurse Practitioner Pharmacotherapy

Scholarship Value and Requirements

- One scholarship to the value of \$10,000.00 (exc GST).
- The scholarship monies will be paid to the recipient on a semester-by-semester basis and upon receipt of copies of university tuition fee invoices due. University fee invoices must be provided at least four weeks prior to the university payment date.
- The Masters of Nursing must be completed within four years from commencement.

Responsibilities

Western Victoria PHN is responsible for:

- Providing the scholarship funds to eligible recipients via a transparent process.
- Monitoring the use of scholarship funds to ensure the promotion of enhanced pharmacotherapy service capacity and that the aims of the Pharmacotherapy Scholarship Program are met.

Scholarship recipient is responsible for:

- Completing activities specified under the scholarship Agreement aligned with the aims of the Pharmacotherapy Scholarship Program including:
 - Providing evidence of successful completion of approved and relevant Masters of Nursing studies on a semester by semester basis
 - Providing evidence of successful completion of DHHS approved Opioid Pharmacotherapy Training
- Providing university tuition fee invoices for payment at least four weeks prior to the university payment date

- Notifying Western Victoria PHN if at any time they fail to complete aspects of their studies or discontinue scholarship activities for any reason.

Employing organisation is responsible for:

- Supporting their employed scholarship recipient with professional development and / or time available as agreed.

Payment of Scholarship

The scholarship will be paid by Western Victoria PHN to the recipient as follows:

- First instalment upon receipt of the signed agreement, evidence of Masters of Nursing enrolment and copy of the university tuition fee invoice due.
- Subsequent instalment for the balance of the scholarship will be paid upon receipt of evidence of successfully passing semester subjects and copy of the next university fee invoice due.

The payment documentation listed above must be provided to the Western Victoria PHN Pharmacotherapy Network Coordinator at least four weeks prior to the university payment date (refer contact details below).

In the event that the scholarship recipient fails to pass a subject, future payments will be at the discretion of the Western Victoria PHN.

In the event that the scholarship recipient discontinues their studies, or does not complete DHHS approved ORT pharmacotherapy and prescribing training, the Western Victoria PHN reserves the right to review and possibly recoup funds depending on the circumstances.

In the event that the scholarship recipient changes employer they must provide evidence that :

- They continue to meet the terms of the agreement
- They continue to work within the BSW region
- Their new employer endorses and agrees to their Masters study commitments.

Contact Details

Western Victoria PHN
131 Myers Street
Geelong Victoria 3220

Submission of invoices and agreement enquiries:
contracts@westvicphn.com.au

BSW PABN information:
Email – Pene.Wood@westvicphn.com.au
Phone - 03 5222 0809 (Wed, Thurs, Fri)

Signatures

Executed as an agreement

Western Victoria Primary Health Network Limited:

ABN: XX XXX XXX XXX

Signed for and on behalf of the Western Victoria Primary Health Network as represented by:

Name: (print)	
Position: (print)	
Signature and date:	
Witness Name: (print)	
Signature and date:	

Scholarship Recipient:

ABN:

Recipient Name: (print)	
Signature and date:	
Witness Name: (print)	
Signature and date:	

Western Victoria PHN General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. GST

2.1 In this clause "tax invoice" and "taxable supply" have the meaning given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and "GST" means the goods and services tax payable under that Act.

2.2 To the extent that a party makes a taxable supply in connection with this Agreement to the other party to this Agreement then, except where express provision is made to the contrary (such as in respect of the Service Fee), the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable.

2.3 A party's right to payment of the GST under clause 2.1 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

3. Notices

3.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee will make available to the Western Victoria PHN the details of any of its subcontractors not listed in the Supplementary Terms engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Western Victoria PHN promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Western Victoria PHN agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Western Victoria PHN may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the

Grantee can take to address those reasons.

8.4 The Western Victoria PHN will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Western Victoria Primary Health Network unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Western Victoria Primary Health Network from subsequent payments of the Grant.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 The Grantee owns the Intellectual Property Rights in Material created undertaking the Activity.

12.2 The Grantee gives the Western Victoria Primary Health Network a perpetual, non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Western Victoria PHN Purposes.

12.3 The licence in clause 12.2 does not apply to Activity Material.

12.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Western Victoria PHN, would be a breach of the requirements of the *Privacy Act 1988*.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance (\$2 million professional indemnity and \$10 million public liability insurance) for the duration of this Agreement and provide the Western Victoria Primary Health Network with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Western Victoria PHN, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Western Victoria PHN will reduce proportionally to the extent any act or omission involving fault on the part of the Western Victoria PHN contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Western Victoria PHN may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Western Victoria PHN may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Western Victoria PHN acting reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Western Victoria PHN will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The liability of Western Victoria PHN to pay any amount under this clause 19 is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant not being exceeded.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Western Victoria PHN general Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Western Victoria PHN** means the Western Victoria Primary Health Network and includes, where relevant, its officers, employees, contractors and agents.

Western Victoria PHN General Grant Conditions means this document

SAMPLE

SAMPLE