

POL-2066

Surgical Education and Training Trainee Agreement

1. Purpose and scope

- 1.1. Trainees on the Surgical Education and Training (SET) program have both rights and responsibilities, as does the RACS via its specialty training boards and committees. The SET Trainee Agreement is a document that summarises those rights and responsibilities.

2. Definitions

- 2.1. Words and phrases used in the agreement have the following meaning unless the context requires otherwise.
 - a. **Trainee** means a participant in the RACS SET program.
 - b. **STC/B** means the surgical Specialty Training Committee or Board responsible for the delivery of the SET program .
 - c. **Health Institution** includes any hospital, Department of Health, university or other health institution at which a Fellow, Trainee or SIMG is employed or engaged including any government, government department or agency.

3. Principles

- 3.1. The Trainee Agreement, signed by Trainees to accept appointment to the SET program, is Appendix A of this policy.
- 3.2. Individual STC/Bs may substitute a variation of the SET Trainee Agreement in Appendix A. Any variation will be approved by the Education Committee (or its Executive) prior to implementation.

4. Information

Title	SET Trainee Agreement
Document number	POL-2066
Version	7
Changes	Agreement clauses 4, 5, 8, 10, 12, 19, 20
Date approved	10/07/2023
Date effective	18/07/2023
Approving authority	Education Committee
Portfolio	Education Partnerships
Document owner	Manager, Surgical Education and Training
Enquiries	SET.enquiries@surgeons.org

Appendix A.

Surgical Education and Training in [Specialty] Trainee Agreement

By accepting a place in the Surgical Education and Training (SET) Program of the Royal Australasian College of Surgeons (RACS), I am beginning a pathway to Fellowship of RACS which will be awarded upon successful completion of the SET Program requirements.

By signing this SET Trainee Agreement I agree that:

- 1 I have rights as a Trainee that are implicit and explicit in the approved policies and regulations of RACS, its Boards and Committees, including the [insert STC/B].
- 2 I will endeavour to achieve the objectives of the SET Program, which are to acquire skills, knowledge and experience in the RACS competencies of:
 - a Collaboration
 - b Communication
 - c Cultural competence and cultural safety
 - d Health Advocacy
 - e Judgment and clinical decision making
 - f Leadership and management
 - g Medical expertise
 - h Professionalism
 - i Scholarship and teaching
 - j Technical expertise
- 3 I will be an active participant, optimising to my personal benefit the educational experiences and opportunities presented to me.
- 4 I will observe and comply with all relevant RACS and the [insert STC/B] policies and regulations in relation to the SET Program and reasonable directions of RACS and the [insert STC/B]. I understand that failure to do so may result in misconduct or dismissal proceedings being initiated against me.
- 5 It is my responsibility to ensure that I am aware of all RACS and [insert STC/B] policies, and regulations (as amended from time to time), including but not limited to:
 - a Privacy of Personal Information (policy);
 - b Privacy (Conduct Matters) (policy);
 - c Social Media (policy);
 - d Equal Opportunity and acceptable workplace behaviour (policy);
 - e Complaints Handling (Regulation);
 - f Reconsideration, Review and Appeal (Regulation)
 - g [Insert relevant STC/B Training Regulations]
- 6 I will commit myself to the values of RACS, which I will uphold and promote.
- 7 I will observe the RACS Code of Conduct.
- 8 I acknowledge that RACS and health institutions will collect, hold and use information including personal information in relation to my professional conduct, breach of the RACS Code of Conduct or allegations of discrimination, bullying or sexual harassment. I am bound by the provisions of the RACS Privacy of Personal Information policy and RACS Privacy (Conduct Matters) policy. Under these policies, I consent to RACS disclosing relevant information to health institutions and authorise health institutions to disclose relevant information to RACS in connection with surgical training, complaints handling and mandatory RACS course completion.
- 9 In the event a complaint is made about me to RACS I will cooperate fully in any investigation and assist RACS as requested. Further, should a complaint be made about me to my employer that in any way impacts on or involves this SET Trainee Agreement, I agree to notify RACS and the [insert STC/B] of such a complaint and the steps being taken by my employer to resolve such a complaint.

- 10 If I have concerns regarding my participation on the SET Program, it is my responsibility to initiate the process to have these concerns addressed in a timely manner. Further I understand I can approach and seek appropriate guidance from RACS and [insert STC/B] representatives and office holders, including:
 - a My supervisor
 - b The [insert STC/B] Chair, or the Regional Subcommittee Chair in the first instance, or other members of the [insert STC/B] at [insert email address]
 - c The Chair, RACS Committee of Surgical Education and Training (CSET) at CSET@surgeons.org
 - d RACS Feedback and Complaints office at complaints@surgeons.org
- 11 If I choose to approach a member of the [insert STC/B] for advice and guidance that this will not by itself impact on that member's ability to exercise their duties in accordance with RACS and [insert STC/B] policies and regulations.
- 12 While I may seek advice and support, any change or variation of policies, rules or guidelines, including any extension of time granted, can only be relied upon if it is in writing from a Fellow or staff member with the delegated authority to make such change or variation.
- 13 I am required to personally participate in RACS and [insert STC/B] review processes in relation to my performance on the SET Program. I acknowledge that RACS has the Reconsideration Review and Appeals regulation regarding any decision about my surgical training with which I disagree.
- 14 I agree to seek and provide feedback about my training experience, as appropriate.
- 15 While RACS (and including through its agents) is the accredited educational provider, it is not my employer, and I must also abide by my employment conditions. I acknowledge it is my responsibility to contact hospitals to which I am allocated no later than 4 weeks after notification to initiate employment procedures, and I understand that failure to do so may result in the hospital refusing employment.
- 16 I grant RACS and the [insert STC/B] 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 maximise my learning experiences.
- 17 Where there is conflict between my employment obligations and SET Program requirements I will advise my supervisor accordingly.
- 18 I release my supervisor, RACS, and the [insert STC/B] and RACS (and its agents) from all claims or liability arising from advice or assistance given in good faith.
- 19 I authorise the release of my contact details to the speciality Surgical Society/Association to enable it to contact me about educational opportunities and events.
- 20 I grant RACS, the [insert STC/B] and the specialty Surgical Society/Association (on behalf of the [insert STC/B] and in connection with surgical training) 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.
- 21 I agree to make all applications and provide all information required by RACS and the [insert STC/B] within the time limit or deadlines stipulated by RACS and the [insert STC/B].
- 22 I am not aware of any change in my personal circumstances from those declared in my application or subsequently advised to the [insert STC/B] (including medical registration status, visa status) that may now affect my eligibility for appointment to the SET program.

Name:	RACS ID:
Signed:	Date: