

Senate Community Affairs Committee

ANSWERS TO ESTIMATES QUESTIONS ON NOTICE

HEALTH AND AGEING PORTFOLIO

Additional Estimates 13 & 15 February 2013

Question: E13-196

OUTCOME 13: Acute Care

Topic: Australian Organ and Tissue Donation and Transplantation Authority

Type of Question: Written Question on Notice

Senator: Senator Di Natale

Question:

- a) Parts 54 to 56 of the Australian Organ and Tissue Donation and Transplant Authority Act 2008 outline the CEO's responsibility with regard to grants of financial assistance made by the CEO, on behalf of the commonwealth, to: a State, a Territory, and a person other than a State or Territory. How has the CEO of the Authority been ensuring, on behalf of the Commonwealth, in granting financial assistance to the states that the money is set aside for the purposes and objectives of the Organ and Tissue Authority, as outlined in the Australian Organ and Tissue Donation and Transplant Authority Act 2008?
- b) What steps has the Authority taken to ensure that actions taken to achieve the objectives of the legislation are auditable, transparent and accountable?

Answer:

- a) The Australian Organ and Tissue Donation and Transplantation Authority (AOTDTA) Chief Executive Officer ensures, on behalf of the Commonwealth, in granting financial assistance to the states that the money is set aside for the purposes and objectives of the AOTDTA, as outlined in the *Australian Organ and Tissue Donation and Transplant Authority Act 2008*, by applying strict reporting and financial acquittal requirements as described in the terms and conditions of the funding agreements.
- b) The AOTDTA applies the terms and conditions of the funding agreements to ensure that actions taken to achieve the objectives of the legislation are auditable, transparent and accountable.



Australian Government

Australian Organ and Tissue Donation
and Transplantation Authority

AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Australian Organ and Tissue Donation and
Transplantation Authority

ABN

and

as represented by

1 July 2012 to 30 June 2014

THIS Agreement is made between the

COMMONWEALTH OF AUSTRALIA (the Commonwealth), as represented by the Australian Organ and Tissue Donation and Transplantation Authority (the Authority) ABN 56 253 405 315;

and

("the Jurisdiction)

RECITALS:

- A. The Commonwealth, in partnership with the Jurisdiction, will implement *the World's Best Practice National Reform Agenda on Organ and Tissue Donation for Transplantation* (the National Reform Agenda);
- B. The objectives and outcomes of the National Reform Agenda are to increase Australians' access to organ and tissue transplants through the implementation of a world's best practice, coordinated and consistent national approach and systems for organ and tissue donation;
- C. The Commonwealth has agreed to fund the Jurisdiction for the project described in this Agreement in support of the objectives and outcomes of the National Reform Agenda on the following terms and conditions.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

Agreement means this document and includes any schedules, annexures and attachments;

Collateral Documents means documents, protocols or policies that are not in existence at the time the Jurisdiction executes this Agreement but are referred to in this Agreement;

Commonwealth Material means any Material:

- (a) provided by the Commonwealth to the Jurisdiction for the purposes of this Agreement; or
- (b) copied at any time from the material referred to in paragraph (a);

Confidential Information produced by the Authority means information that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as being confidential; or
- (c) the Jurisdiction knows or ought to know is confidential;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of the Jurisdiction without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (f) has been independently developed or acquired by the Jurisdiction;

Authority includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

Existing Material means all Material in existence prior to the commencement of the Project Period;

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of:

the Project Material and includes any Material identified as Existing Material in Item G;

Financial Acquittal Report means a report, verified and signed by the State Medical Director, provided in accordance with clause 4 that includes details of how the Jurisdiction has acquitted funds paid by the Commonwealth under this Agreement;

Funds means the amount or part thereof payable by the Commonwealth as specified in Item D and includes any interest on the Funds;

Intellectual Property includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Liaison Officer means the persons or position holders specified in Item E;

Material means documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

Progress Reports/Updates means the Material provided to the Commonwealth in accordance with clauses 4.1 and 4.2; and at Items C1 and C2;

Project means the project specified in Item A for which the Funds are paid to the Jurisdiction;

Project Material means all Material including Reports:

- (a) brought into existence for the purpose of performing the Project;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from the Material referred to in paragraphs (a) or (b);

Project Period means the period of funding specified in Item B;

Report means the Progress Reports/Updates.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (e) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;

- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
 - (g) a reference to a party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the party, and the party's successors and assigns; and
 - (h) all references to 'clauses' are clauses in this Agreement all references to 'Items' are to Items in the Schedule to this Agreement, and any references to 'Schedule' are to the Schedule to this Agreement.
- 1.3 If there is any conflict or inconsistency between:
- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
 - (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures or attachments (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
 - (c) any part of the Schedule and any part of the annexures or attachments (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.
- 1.4 The laws of the Australian Capital Territory apply to this Agreement.
- 1.5 This Agreement records the entire agreement between the Parties in relation to its subject matter.
- 1.6 No variation of this Agreement is binding unless agreed in writing between the Chief Executive Officer of the Authority and the relevant state and territory health department delegate. It is expressly agreed that Annexures to this Agreement may be varied by way of an exchange of letters whereby one Party proposes a variation to the Annexure and the other Party accepts that proposed variation.
- 1.7 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.
- 1.8 If a party does not exercise, or delays in exercising, any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.9 A single or partial exercise by a party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.10 The Jurisdiction cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.

2. FUNDING

- 2.1 According to Parliamentary appropriation and to the provisions of this Agreement, the Authority agrees to pay the Funds to the Jurisdiction in accordance with the payment schedule set out in Item D.
- 2.2 The funding to be contributed by the Authority for the Project will not exceed the amount of Funds specified in Item D.
- 2.3 The Jurisdiction must advise the Authority of any other funds that it is or will be receiving for the Project.
- 2.4 The Authority may at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the Jurisdiction because of Project surpluses or underspends.

- 2.5 Without limiting its rights, the Authority may at its discretion defer, reduce or not make a payment of Funds until the Jurisdiction has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement. Where the Authority has exercised its discretion pursuant to this clause, it must notify the Jurisdiction in writing without delay that it has acted under this provision to defer, reduce or not make a payment of Funds, and the reasons for taking that action. The Authority acknowledges that the Jurisdiction may respond in writing to the Authority's notification under this clause 2.5, and agrees that if the Jurisdiction provides such a response, it will consider the Jurisdiction's response.
- 2.6 In consideration of the provision of the Funds, the Jurisdiction must use the Funds only for the Project and according to the terms and conditions set out in this Agreement.

3. MANAGEMENT OF FUNDS

- 3.1 The Jurisdiction must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of the Jurisdiction.
- 3.2 The Jurisdiction must not commit any part of the Funds for expenditure that is likely to occur after the end of the Project Period without prior written approval from the Authority.

4. REPORTS

- 4.1 The Jurisdiction must provide the Commonwealth's Liaison Officer with Progress Reports in accordance with the time-frame for Reports specified in Item C.
- 4.2 Each Progress Reports must contain the information specified in Item C and must also include:
- (a) a completed Financial Acquittal Report;
 - (b) information and analysis covering the Project Period to the date of the Progress Reports; and
 - (c) if requested by the Authority, a copy of any Material produced in relation to this Agreement up to the date of the Progress Reports.

5. LIAISON

- 5.1 The Jurisdiction must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of this Agreement.
- 5.2 Upon receipt of reasonable written notice, the Jurisdiction must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Project requested by the Authority for the purposes of this Agreement, including monitoring and evaluation.
- 5.3 If this Agreement requires the Jurisdiction to comply with, or otherwise act consistently with, documents, protocols or policies (Collateral Documents) that are not in existence at the time the Jurisdiction executes this Agreement:
- i. the parties will in good faith consult with each other in the preparation and endorsement of Collateral Documents, having regard to the Jurisdictional statutory obligations or other procedures or policies which apply to the Jurisdiction when it executes this Agreement;
 - ii. The Commonwealth will not require the Jurisdiction to comply with a provision in a Collateral Document if it would be contrary to any law or pre-existing

procedures or policies applicable to the Jurisdiction, nor withhold any Funding by reason of the Jurisdiction's non-compliance with a Collateral Document that has not been endorsed by the Jurisdiction.

6. ACCESS TO PREMISES AND MATERIALS

- 6.1 Subject to its obligations under any applicable laws in relation to privacy, the Jurisdiction must, at all reasonable times having received reasonable notice, give to persons authorised in writing by the Authority, permission to:
- (a) inspect any Material relevant to this Agreement; and
 - (b) access and copy any records of the Jurisdiction relating to the Project or the receipt, expenditure or other use of the Funds.
- 6.2 The Jurisdiction agrees to provide all assistance reasonably requested by the Authority in respect of any inquiry into or concerning the Project or this Agreement.
- 6.3 This clause 6 applies until the date of the expiration or earlier termination of this Agreement and for a period of 7 years from that date.

7. INTELLECTUAL PROPERTY

- 7.1 Any Intellectual Property rights and title to, or in relation to, the Project Material will vest, upon creation, in the Jurisdiction.
- 7.2 The Jurisdiction grants to the Commonwealth a perpetual, irrevocable, royalty-free and license fee-free, world-wide, non-exclusive license (including a right of sub-license) to use, copy, modify and exploit the Project Material. The Commonwealth agrees to ensure that all Project Material is used strictly in accordance with any conditions or restrictions specified as agreed between the Jurisdiction and the Commonwealth.
- 7.3 This clause 7 does not affect the ownership of any Intellectual Property in any Existing Material. However, the Jurisdiction undertakes to grant to the Commonwealth, or arrange for the grant to the Commonwealth, of a perpetual, irrevocable, royalty-free and license fee-free, world-wide, non-exclusive license (including a right of sub-license) to use, copy, modify and exploit the Existing Material in conjunction with the other Project Material. The Commonwealth agrees to ensure that all Project Material is used strictly in accordance with any conditions or restrictions specified as agreed between the Jurisdiction and the Commonwealth.
- 7.4 The Jurisdiction warrants that anything done by the Jurisdiction in the course of the Project, including in developing the Reports, will not infringe the Intellectual Property rights of any person.
- 7.5 For this clause, the 'Specified Acts' means the following classes or types of acts or omissions by or on behalf of the Commonwealth:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship;
- but does not include:
- (b) those which would infringe the author's right not to have authorship falsely attributed.
- 7.6 The Jurisdiction warrants that:
- (a) the author of any Project Material, other than Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit; and

- (b) the author of any Existing Material has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given directly or indirectly for the Commonwealth's benefit in relation to such Material being used, reproduced, adapted and exploited in conjunction with the other Project Material.
- 7.7 Intellectual Property rights and title to, or in relation to, Commonwealth Material remains vested at all times in the Commonwealth.
- 7.8 The Commonwealth grants to the Jurisdiction a royalty-free and licence fee-free, world-wide, non-exclusive license to use, copy and modify the Commonwealth Material for the purposes of the Project. The Jurisdiction agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions specified by the Commonwealth.
- 7.9 At the end of the Project Period or on the earlier termination of this Agreement, the Jurisdiction must deliver a complete copy of the Project Material and the Commonwealth Material to the Authority, or deal with it as otherwise directed by the Authority.

8. ACKNOWLEDGMENT AND PUBLICATIONS

- 8.1 The Jurisdiction must acknowledge the financial and other support it has received from the Commonwealth in:
 - (a) all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Project or any products, processes or inventions developed as a result of the Project; and
 - (b) the form set out in Item F, and if not set out in Item F, then in a form approved by the Authority prior to its use.
- 8.2 This clause 8 survives the expiration or earlier termination of this Agreement.

9. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 9.1 The Jurisdiction must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 9.2 The Jurisdiction is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

10. SUSPENSION AND TERMINATION

- 10.1 If:
 - (a) after providing the Jurisdiction with written notice specifying the breach and providing the Jurisdiction with thirty (30) days in which to remedy the breach, the Authority is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by the Jurisdiction;
 - (b) the Jurisdiction, by notice in writing given to the Authority, withdraws from this Agreement; or
 - (c) the Authority considers it appropriate for any other reason;

the Authority may, by written notice to the Jurisdiction, terminate this Agreement or require the Jurisdiction to immediately suspend dealings with the Funds.

- 10.2 If this Agreement is terminated in accordance with clause 10.1(c), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the Jurisdiction, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.
- 10.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the Jurisdiction must hold the Funds in utmost good faith for use only in accordance with the directions of the Authority and will cease all other dealings with the Funds. The Authority may, upon the production of information to its satisfaction, approve in writing the expenditure of Funds properly incurred/committed by the Jurisdiction prior to the date of termination or suspension.
- 10.4 The Authority may end the suspension of dealings with the Funds by written notice to the Jurisdiction, subject to such preconditions which the Authority may reasonably require.
- 10.5 Subject to clause 10.2, the Authority will not be obliged to pay any part of the Funds to the Jurisdiction after the termination of this Agreement or during any period of suspension of dealings with the Funds.
- 10.6 Except as provided in this clause, the Commonwealth will not come under any liability to the Jurisdiction for termination of this Agreement in accordance with clause 10.1.

11. REPAYMENT OF FUNDS

11.1 If:

- (a) on the expiration of the Project Period or on any earlier termination of this Agreement, any Funds:
- (i) remain unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by the Jurisdiction (as reported to the Authority by the Jurisdiction in the financial report referred to in clauses 4.2 (Reports) be shown to the reasonable satisfaction of the Authority to have been spent or committed in accordance with this Agreement; or
- (b) at any time the Authority forms the reasonable opinion that any Funds have been used, spent or committed by the Jurisdiction other than in accordance with this Agreement;

the Authority may by written notice to the Jurisdiction require the Jurisdiction to repay that part of the Funds, and the Jurisdiction must repay to the Authority the amount set out in the notice, within 28 days of receipt of the notice.

- 11.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

12. INDEMNITY

- 12.1 The Jurisdiction indemnifies the Commonwealth, its officers, employees and agents ('those indemnified') from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any act or omission of the Jurisdiction or subcontractor in relation to the Project.

- 12.2 The Jurisdiction agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.
- 12.3 The Jurisdiction's liability to indemnify the Commonwealth under clause 12.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the Commonwealth or its employees or agents contributed to the loss or damage.
- 12.4 The indemnity referred to in clause 12.1 will survive the expiration or termination of this Agreement.

13. TAXES, DUTIES AND GOVERNMENT CHARGES

- 13.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the Jurisdiction.
- 13.2 The Funds payable (the Original Funds Payable) to the Jurisdiction do not include any amount to cover any liability of the Jurisdiction for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).
- 13.3 If a supply made by the Jurisdiction under this Agreement is a taxable supply under the GST Act, the Jurisdiction may, by notice in writing to the Authority, increase the Original Funds Payable by the Authority by the amount of GST that is payable by the Jurisdiction on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.
- 13.4 If required by the Authority, the Jurisdiction must substantiate to the Authority's reasonable satisfaction how any change in the amounts payable by the Authority determined under this clause have been calculated before such changes will take effect.
- 13.5 In relation to any taxable supplies made under this Agreement, the Jurisdiction agrees to issue the Authority with a tax invoice in accordance with the GST Act, together with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 4.2 (Reports).

14. CONFIDENTIALITY

- 14.1 The Jurisdiction must not disclose Confidential Information without prior approval in writing from the Authority. In giving written approval the Authority may impose such terms and conditions as it deems fit.
- 14.2 The Authority may at any time by notice in writing to the Jurisdiction, require the Jurisdiction to give, and to arrange for its employees and subcontractors engaged in the performance of the Projects to give written undertakings, in a form required by the Authority, relating to the non-disclosure of Confidential Information. The Jurisdiction must promptly arrange for all such undertakings to be given.
- 14.3 The Commonwealth acknowledges that the Jurisdiction may disclose Confidential Information:
 - (a) To Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;
 - (b) Where required by law to do so;
 - (c) To any agency, authority instrumentality, Minister or Officer of the Jurisdiction xxxx to whom it is customary for xxxx to disclose information such as the Confidential Information (whether or not xxxx is legally obliged to do so); or

- (d) For the purposes of prosecuting or defending any legal proceedings.
- 14.4 The obligations on the Jurisdiction under this clause will not be taken to have been breached where the information referred to is required by law to be disclosed.
- 14.5 The obligations contained in this clause shall survive the expiration or termination of this Agreement.

15. NOTICES

- 15.1 A party giving notice under this Agreement must do so in writing, including by facsimile, that is:
 - (a) directed to the party's address specified in Item E marked for the attention of the Liaison Officer; and
 - (b) hand delivered or sent by pre-paid post or facsimile to that address.
- 15.2 A notice given in accordance with clause 15.1 is received:
 - (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post on the third business day after the date of posting;
 - (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

SCHEDULE

ITEM A PROJECT (clauses 1.1 and 2.4)

Background

- A1. The Organ and Tissue Authority (the Authority) works with states and territories, clinicians and the community sector, to deliver the Australian Government's reform agenda to implement a world's best practice approach to organ and tissue donation for transplantation (the National Reform Agenda). The National Reform Agenda was announced by the Australian Government on 2 July 2008 and endorsed by the Council of Australian Governments on 3 July 2008.
- A2. The National Reform Agenda is based on the following principles:
- (a) a nationally consistent and coordinated single approach and systems for organ and tissue donation to boost the number of transplants for Australians;
 - (b) increased, dedicated capacity within the health system to focus on organ and tissue donation; and
 - (c) the implementation in the Australian context of proven international and national best practice, taking into account individual jurisdictional legislative, structural and operational requirements to maximise success.
- A3. The individual elements of the National Reform Agenda include:
- (a) establishment of the Australian Organ and Tissue Donation and Transplantation Authority to provide national leadership and drive the implementation of, and monitor, national reform initiatives and programs;
 - (b) establishment of a network of state and territory Organ and Tissue Donation Agencies operating under nationally consistent guidelines established by the Authority in consultation with states and territories;
 - (c) employment of specialist hospital staff and systems dedicated to maximising organ and tissue donation in public and private hospitals;
 - (d) funding for organ and tissue donation activities in Emergency Departments, Intensive Care Units and Operating Theatres in public and private hospitals including staffing, bed and other infrastructure costs;
 - (e) an enhanced national professional awareness and education program;
 - (f) coordinated, ongoing and evidence-based community awareness and education activities;
 - (g) nationally consistent support for donor families;
 - (h) safe, equitable and transparent national transplantation processes;
 - (i) establishment of a national eye and tissue network; and
 - (j) other national initiatives, including donation after cardiac death and living donation programs.

Aim of the Project

- A4. The aim of the Project is to maximise the availability of organs and tissues for transplantation to save and improve the quality of the lives of many Australians. This is achieved through the implementation of the National Reform Agenda.

The Project

- A5. The Jurisdiction must maintain an organ and tissue donation service delivery model (DonateLife Network), consistent with the model and approach of the National Reform Agenda, in the public hospital sector and, where mutually agreed, in the private hospital sector, as described at Annexure A and in accordance with the *DonateLife Network Roles and Responsibilities Guidelines*.
- A6. This project includes preparation of the jurisdictional information and communication technology platform for implementation of the Electronic Donor Record, the web-based DonateLife Audit tool and the DonateLife Extranet – CONNECT – as described at Annexure B.
- A7. This project includes regular attendance by State/Territory Medical Directors and other jurisdictional representatives at meetings at the Authority's premises in Canberra as described at Annexure C.
- A8. This project includes the implementation of the Professional Education Package (PEP) as described at Annexure D.
- A9. The Jurisdiction is required to have a governance and management plan in place to manage and monitor the implementation of the National Reform Agenda, including the agreed annual DonateLife Strategic Priorities and indicative donation trajectories at a Jurisdictional level.
- A10. The Jurisdictional DonateLife Network model must include:
- (a) employment of a State/Territory Medical Director of Organ and Tissue Donation responsible for overseeing the practices and performance of organ and tissue donation for transplantation services within the Jurisdiction;
 - (b) employment of hospital-based Donation Specialists Medical dedicated to organ and tissue donation for transplantation within a consistent national framework;
 - (c) employment of hospital-based Donation Specialists Nursing dedicated to organ and tissue donation for transplantation within a consistent national framework; and
 - (d) operation of an Organ and Tissue Donation Agency in the Jurisdiction which will facilitate the process of organ donation and retrieval from deceased donors within a consistent national framework.
- A11. In accordance with Clause 1.6, the Jurisdiction must seek approval from the Chief Executive Officer of the Authority before any changes are made to the jurisdictional DonateLife Network model or Professional Education Package implementation, as outlined in this Schedule and described in the Annexures and the *DonateLife Network Roles and Responsibilities Guidelines*.
- A12. The Jurisdiction agrees to work with the Authority and other Jurisdictions to develop and implement a Clinical Governance Framework.
- (a) The Clinical Governance Framework describes the system by which all involved share responsibility and accountability for the quality of care, continuous improvement, risk minimisation and fostering of excellence in organ and tissue donation; and
 - (b) The Clinical Governance framework, implemented at all levels of the DonateLife Network, embodies sound practice (typically evidence-based) and is reliable on the dimensions of effectiveness, safety, participation, accessibility, appropriateness and efficiency.

State/Territory Medical Director of Organ and Tissue Donation

- A13. The Jurisdiction must employ a State/Territory Medical Director of Organ and Tissue Donation. The Jurisdiction must use its best endeavours to ensure that a State/Territory Medical Director of Organ and Tissue Donation is employed from 1 July 2012 until 30 June 2014 and in accordance with Annexure A and the *DonateLife Roles and Responsibilities Guidelines*.
- A14. The Jurisdiction must ensure that the State/Territory Medical Director of Organ and Tissue Donation:
- (a) oversees and is responsible for jurisdictional organ and tissue donation processes and ensures consistency of practice within the Jurisdiction and, where mutually agreed, endeavours to do so in the Jurisdiction's private hospitals;
 - (b) leads the jurisdictional Organ and Tissue Donation Agency;
 - (c) participates in a national network of State and Territory Medical Directors of Organ and Tissue Donation under the leadership of the Chief Executive Officer and National Medical Director of the Authority;
 - (d) reports to the Authority on jurisdictional issues relevant to the services funded by the Authority, including organ and tissue donation and transplantation activities, and performance and outcomes in a timely manner;
 - (e) is accountable to an executive member of Queensland Health;
 - (f) possesses medical qualifications and previous clinical and managerial experience; and
 - (g) if a full time position, up to 0.2 FTE (or pro rata if not full time) may be utilised for clinical practice, research or academic work.

Donation Specialist Medical

- A15. The Jurisdiction must use its best endeavours to ensure that Donation Specialist(s) Medical are employed from 1 July 2012 until 30 June 2014 and in accordance with Annexure A and the *DonateLife Network Roles and Responsibilities Guidelines*.
- A16. The Jurisdiction must ensure that Donation Specialist(s) Medical:
- (a) are responsible, and accountable, for the process to optimise organ and tissue donation for transplantation, including the education of hospital staff and obtaining consent for organ and tissue donation to proceed within the hospital where they are employed and (where applicable) outreach hospitals. Specifically Donation Specialists Medical will be responsible for systems that will ensure:
 - that all potential deceased donors are properly identified and evaluated, and the opportunity for donation is offered; and
 - integrated management of the hospital donation process to ensure quality and national consistency of all procedures.
 - (b) with the agreement of the State/Territory Medical Director, Donation Specialists Medical may engage in clinical practice, research or academic work;
 - (c) the Jurisdiction must only use the funds to pay staff for carrying out the duties of the position of Donation Specialist Medical;
 - (d) the Jurisdiction must not use the funds to pay for the time spent by the Donation Specialist Medical or other medical staff in clinical practice, research and academic work, not associated with organ and tissue donation; and
 - (e) where a full complement of staff cannot be achieved or where organ donation potential is realised to have greater potential at another hospital, there remains flexibility to reallocate the FTE in consultation with the Authority.

Donation Specialist Nursing

- A17. The Jurisdiction must use its best endeavours to ensure that Donation Specialist Nursing are employed from 1 July 2012 until 30 June 2014 and in accordance with Annexure A and the *DonateLife Network Roles and Responsibilities Guidelines*.
- A18. The Jurisdiction must ensure that:
- (a) Donation Specialist Nursing work with the local hospital-based Donation Specialist Medical in a range of organ and tissue processes, and education and awareness-raising in accordance with national programs and protocols;
 - (b) the Jurisdiction must only use the funds to pay staff for carrying out the duties of the position of Donation Specialist Nursing; and
 - (c) where a full complement of staff cannot be achieved or where organ donation potential is realised to have greater potential at another hospital, there remains flexibility to reallocate the FTE in consultation with the Authority.

Organ and Tissue Donation Agency

- A21. The Jurisdiction must ensure that the Organ and Tissue Donation Agency (DonateLife Agency) in the Jurisdiction is operational from 1 July 2012 until 30 June 2014 and in accordance with Annexure A and the *DonateLife Network Roles and Responsibilities Guidelines*.
- A22. The Jurisdiction must ensure that the DonateLife Agency:
- (a) has, as director, the State/Territory Medical Director of Organ and Tissue Donation; and
 - (b) works closely and collaboratively with other DonateLife Network staff and other hospital staff on the process of organ and tissue donation and retrieval from deceased donors and donor family support.

ITEM B PROJECT PERIOD (clauses 1.1 and 3.2)

- B1. The Authority acknowledges that the Project activities identified in Item A of the schedule commence from 1 July 2012, therefore the Project Period will commence on 1 July 2012 and will continue in force until 31 July 2014, unless terminated at an earlier date in accordance with Clause 10.

ITEM C REPORTS (clauses 1.1 and 4)

C1. Financial Acquittal Report

In accordance with Clause 4, the Jurisdiction must provide quarterly Financial Acquittal Reports to the Authority electronically (according to the agreed minimum template). The Financial Acquittal Reports must:

- (a) report on FTE, remuneration rate and timeframes of employment for the State/Territory Medical Director of Organ and Tissue Donation position;
- (b) report on the FTE, remuneration rate and timeframes of employment for the hospital-based Donation Specialist Medical and Donation Specialist Nursing positions;
- (c) report on the FTE, types of positions, remuneration rates and timeframe of employment for the DonateLife Agency positions;
- (d) report on the state-funded positions; and
- (e) report on the costs associated with the Professional Education Package (PEP) implementation during the quarter in accordance with Annexure D.

C2. Progress Reports

The Jurisdiction must provide six monthly retrospective Progress Reports and a completed Financial Acquittal Report for the previous three months to the Authority electronically (according to the templates developed in consultation between the Authority and Jurisdictions) in accordance with Clause 4.

The Progress Reports must include a State/Territory Medical Director of Organ and Tissue Donation analysis comprising of:

- (a) exception reporting of progress in implementing the agreed national strategic priorities including any issues/risks and mitigation strategies;
- (b) exception reporting of progress against the nine measures of the National Reform Agenda (including eye & tissue activity) including any issues/risks and mitigation strategies;
- (c) governance arrangements; and
- (d) any adverse events and outcomes, and subsequent follow up.

C3. Clinical Governance Framework

The Jurisdiction agrees to work with the Authority and other Jurisdictions to develop and refine appropriate national organ and tissue donation performance indicators within the context of the Clinical Governance Framework. Once agreed, these indicators will be reported in the progress reports.

C4. Recipient Created Invoice

Upon acceptance of the quarterly financial acquittal reports and the six monthly progress reports, the Authority will generate a Recipient Created Invoice (RCI) for payment of funds to the Jurisdiction.

C5. Report Analysis and Discussion

Six monthly meetings will take place between the Authority and the Jurisdiction to discuss the Jurisdictional progress reports.

C6. Exception Reports

State/Territory Medical Directors will provide verbal exception reports at State Medical Directors/Jurisdictional Working Group meetings (as well as when circumstance demands e.g. disruptions to normal service, potential medical issues, sector staff availability, etc.) including:

- (a) exception reporting of progress in implementing the agreed national strategic priorities including any issues/risks and mitigation strategies;
- (b) exception reporting and progress against the nine measure of the national reform agenda (including eye & tissue activity) including any issues/risks and mitigation strategies; and
- (c) any adverse events and outcomes, and subsequent follow up.

C7. Timelines for Reports

Item	Date Due
1 July to 30 September 2012 Financial Acquittal Report	30 October 2012
1 October to 31 December 2012 Financial Acquittal Report and Progress Report	31 January 2013
1 January to 31 March 2013 Financial Acquittal Report	30 April 2013
1 April to 30 June 2013 Financial Acquittal Report and preliminary Progress Report (to be updated for any material changes if necessary by 31 July 2013) – see below	17 June 2013
Certification that the Jurisdiction has a governance and management plan in place and any update of the 2013-14 allocation of FTE, positions or hospitals	30 June 2013
If necessary, update for material changes for 1 April to 30 June 2013 – see above	31 July 2013
1 July to 30 September 2013 Financial Acquittal Report	30 October 2013
1 October to 31 December 2013 Financial Acquittal Report and Progress Report	31 January 2014
1 January to 31 March 2014 Financial Acquittal Report	30 April 2014
1 April to 30 June 2014 Financial Acquittal Report and preliminary Progress Report (to be updated for any material changes if necessary by 31 July 2014)	16 June 2014

C8. DonateLife Audit

- (a) Jurisdictions will implement the DonateLife Audit according to the DonateLife Audit Guide (as agreed by the Authority and the Jurisdiction).
- (b) Jurisdictions will submit DonateLife Audit data no later than one month after the end of each calendar month.
- (c) Jurisdictional and hospital specific reporting of de-identified data will only occur where agreed by the Jurisdiction and the Authority.

ITEM D FUNDS (clauses 1.1, 2 and 3)

- D1. The maximum amount of Funds to be paid by the Authority to the Jurisdiction is xxxx FY 12/13 and xxxx FY 13/14 totalling xxxx (GST Exempt).
- D2. Funding levels will be reconciled against the information provided by the Jurisdiction in each Financial Acquittal Report. Any subsequent payments will be adjusted (as appropriate) by the net of any amount as determined by the Authority under Clause 2.4 of the Agreement.
- D3. Payment to the participant will be made using a RCI and payment transferred into the participant's nominated bank account.
- D4. The Jurisdiction will use its best endeavours to complete, verify and correct data within ten working days of the Authority raising any matters of clarity or concern.

D5. The following table describes the total funding allocation for each activity:

		FUNDING		
Description		2012-13	2013-14	TOTAL
STAFF	DonateLife Agency			
	State Medical Director			
	Hospital Based			
	Total staff funding			
OTHER	Information and Communication			
	Technology Readiness			
	Meeting Travel and Accommodation			
	Profession Education Package			
Total Funding				

D6. Total Staff Funding

The table at Annexure A provides a detailed breakdown of the funding allocation for FTE, positions and hospitals.

Funding for all positions is based on positions being occupied from 1 July 2012 and being filled continuously during the project period to 30 June 2014. If any of the positions are not filled for the entire reporting period, the funding will be provided on a pro-rata basis for the period of employment according to the remuneration rates shown in the table at Annexure A.

D7. Information and Communication Technology Readiness

The table at Annexure B provides a detailed breakdown of the funding allocation for information and communication technology readiness.

D8. Meeting Travel and Accommodation

The table at Annexure C provides a detailed breakdown of the funding allocation for meeting travel and accommodation.

D9. Professional Education Package Funding

The table at Annexure D provides a detailed breakdown of the funding allocation for PEP.

D10. Payments will be made according to the following schedule over the period 1 July 2012 to 30 June 2014:

2012-13

Payment Date	Funds (GST Exempt)	
Upon execution of this agreement	Information and Communication Technology Readiness Meeting Travel and Accommodation Professional Education Program 27.5% of total staff funding Subtotal	
On receipt and acceptance by the Authority of the 1 July to 30 September 2012 Financial Acquittal Report	30% of total staff funding	
On receipt and acceptance by the Authority of the 1 October to 31 December 2012 Financial Acquittal Report and Progress Report	27.5% of total staff funding	
On receipt and acceptance by the Authority of the 1 January to 31 March 2013 Financial Acquittal Report	10% of total staff funding	
On receipt and acceptance by the Authority of the 1 April to 30 June 2013 Financial Acquittal Report and Progress Report	5% of total staff funding	
Total Payment for 2012-2013		

2013-14

Payment Date	Funds (GST Exempt)	
On receipt and acceptance by the Authority of certification that the Jurisdiction has a governance and management plan in place AND any update of the 2013-14 allocation of FTE, positions or hospitals	Professional Education Program 25.5% of total staff funding Subtotal	
On receipt and acceptance by the Authority of the 1 July to 30 September 2013 Financial Acquittal Report	32% of total staff funding	
On receipt and acceptance by the Authority of the 1 October to 31 December 2013 Financial Acquittal Report and Progress Report	27.5% of total staff funding	
On receipt and acceptance by the Authority of the 1 January to 31 March 2014 Financial Acquittal Report	10% of total staff funding	
On receipt and acceptance by the Authority of the 1 April to 30 June 2014 Financial Acquittal Report and Progress Report	5% of total staff funding	
Total Payment for 2013-2014		

ITEM E LIAISON OFFICERS (clauses 1.1, 5 and 15)

The Authority's Liaison Officer for this Project is:

Ms Yael Cass
Chief Executive Officer
Organ and Tissue Authority
PO Box 295
Civic Square ACT 2608

Phone: 02 6198 9880
Email: yael.cass@donatelife.gov.au

The Jurisdiction's Liaison Officer for this Project is:

Phone:
Email:

Both parties to this Agreement will provide notice when/if the Liaison Officer changes.

ITEM F ACKNOWLEDGEMENT (clause 8)

None stated.

ITEM G EXISTING MATERIAL (clause 7)

None stated.

SIGNED

for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
acting through the Australian Organ and)
Tissue Donation and Transplantation)
Authority ABN 56 253 405 315)

on:)

_____)
Date)

by:)

_____)
Name of Signatory)

_____)
Signature)

_____)
Position of Signatory)

in the presence of:)

_____)
Name of witness)

_____)
Signature of witness)

SIGNED

for and on behalf of the)
STATE)
acting through the)
ABN)

on:)

_____)
Date)

by:)

_____)
Name of signatory)

_____)
Signature)

_____)
Position of signatory)

in the presence of:)

_____)
Name of witness)

_____)
Signature of witness)

ANNEXURE A

STAFF FUNDING

This Annexure provides a detailed breakdown of the Commonwealth funding allocation for FTE, positions and hospitals.

Organ and Tissue Donation Agency

		2012-13		2013-14		Total Funding
DLA Positions	FTE	Resource Cost	Funding	Resource Cost	Funding	
Clinical Manager						
Donor Coordinator 1						
Donor Coordinator 2						
Administration Officer						
Donor Family Support Coordinator						
Education Coordinator						
Communications Manager						
Data and Audit Officer						
TOTALS						

State and Territory Medical Director

		2012-13		2013-14		Total Funding
Position	FTE	Resource Cost	Funding	Resource Cost	Funding	
State Medical Director						

Hospital Based Staff

	Resource Cost	
	2012-13	2013-14
Donation Specialist Medical (DSM)		
Donation Specialist Nursing (DSN)		

HOSPITAL	FTE 2012-14			FUNDING		
	DSM	DSN	Total FTE	2012-13	2013-14	TOTAL
PRINCESS ALEXANDRA						
GOLDCOAST						
ROYAL BRISBANE						
TOWNSVILLE						
CAIRNS						
NAMBOUR						
MACKAY						
MATER CHILDRENS						
TOOWOOMBA						
ROCKHAMPTON						
PRINCE CHARLES						
WESLEY						
TOTALS						

ANNEXURE B

INFORMATION AND COMMUNICATION TECHNOLOGY READINESS

During the term of this funding agreement, the Authority will implement, in conjunction with the Jurisdictions,:

- (a) an Electronic Donor Record to improve the efficiency of collecting and disseminating accurate clinical information needed by transplant specialists to determine acceptance of organs for transplantation and their allocation to suitable recipients;
- (b) a web-based DonateLife Audit tool to enhance data collection and reporting of donation activity in DonateLife Network hospitals; and
- (c) a DonateLife Extranet – CONNECT - to enhance communication across the DonateLife Network.

In 2012-13, a one-off contribution to the costs associated with ensuring that Jurisdictions have the relevant information technology platforms, including software and hardware, to support implementation of these initiatives, is provided.

The table below provides a detailed breakdown of the Commonwealth funding allocation for information technology readiness.

Number of DonateLife Audit hospitals	Number of Transplant centres	DonateLife Agency	Total	ICT readiness contribution: \$2,000	Total contribution funding
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Management of this funding is the responsibility of the Jurisdiction. At the end of the 2012-13 financial year, the State/Territory Medical Director is required to certify, as part of the Quarter 4 Financial Acquittal Report, that funding has been expended in accordance with the intent of this contribution.

ANNEXURE C

MEETING TRAVEL AND ACCOMMODATION

During the term of this funding agreement, State/Territory Medical Director and other DonateLife Network representatives will be required to attend regular meetings at the Authority's premises in Canberra.

Funding is provided to Jurisdictions to meet the cost of travel and accommodation associated with relevant personnel attending these meetings.

It is the responsibility of each jurisdiction to manage and administer travel arrangements.

The table below lists the specific meetings for which these funds may be expended and provides a detailed breakdown of the Commonwealth funding allocation for travel and accommodation.

The funds may be expended for other meetings as mutually agreed by the Authority and the Jurisdiction.

Meeting	No. of meetings	No. of staff attending	Avg flight cost pp	Accomm allowance pp	TOTAL flight cost	TOTAL accomm cost	TOTAL MEETING COST
SMD/JWG							
Clinical Governance Committee							
Communication Reference Group							
Donor Family Support Implementation Working Group							
Education Coordinators Network							
Data and Audit Working Group							
Family Conversations Steering Group							
Consent Pilot Evaluation Group							
Contingency							
TOTAL							
2013-14 Travel Administration payment							

The amount of funding provided in the table below has been calculated based on jurisdictional specific average flights and ACT average accommodation costs per meeting (for 2011-12) and includes a contingency amount.

Management of this funding is the responsibility of the Jurisdiction. At the end of each financial year, the State/Territory Medical Director is required to certify, as part of the Quarter 4 Financial Acquittal Report, that funding has been expended in accordance with the intent of this payment.

ANNEXURE D

PROFESSIONAL EDUCATION PACKAGE (PEP)

1. Background

The Professional Education Package (PEP): Family Donation Conversation (FDC) was developed by the Authority under the National Reform Agenda for organ and tissue donation and transplantation, as part of Measure 4: Professional Education and Awareness. The PEP provides health professionals with advanced education and training about sensitive communication with families when discussing death and donation, and when seeking family consent.

The training provided under the PEP provides health professionals with the skills to support families to make fully informed decisions about donation that are right for them. The PEP supports the DonateLife strategic priority to increase family consent rates to donation within Australia.

2. Elements of the Professional Education Package (PEP)

The PEP comprises three distinct, consecutive elements:

Unit 1 – Introductory training – Australasian Donor Awareness Program (ADAPT)

The Australasian Donor Awareness Program (ADAPT) is a one-day workshop that provides introductory training on the clinical processes involved in organ and tissue donation, the grief experienced by families facing the death of a loved one, and principles of sensitive communication. ADAPT is delivered in two formats – Medical ADAPT (intended for both trainees and clinical specialists of intensive care and emergency care) and General ADAPT (intended for nurses including intensive care, emergency departments and operating theatre nurses, allied health professionals, social workers, and others involved in donation).

Unit 2 – FDC Core Workshop

The FDC Core Workshop is a two-day workshop designed to build on ADAPT and provide health professionals with a more detailed theoretical understanding of grief and the communication needs specific to families dealing with death and considering the opportunity of organ and tissue donation. The FDC Core Workshop is intended chiefly for health professionals with some involvement in family conversations about consent to donation, such as intensivists, emergency specialists, bedside nurses, social workers, and donor coordinators.

Unit 3 – FDC Practical Workshop

The FDC Practical Workshop is one-day workshop that builds on ADAPT and the FDC Core Workshop, and provides participants with the opportunity to practice their skills of sensitive communication, particularly in challenging scenarios, through group activities and role-plays. It is designed chiefly for the health professionals responsible for raising the option of donation with families and seeking their consent, but will also be available to broader audiences within the donation sector.

Please note: for the purposes of this Annexure, 'Workshop' will refer to all of the above three elements of the PEP, unless otherwise specified.

3. Workshop Facilitators and Presenters

PEP Workshops are delivered by a combination of presenters. These may include Australian FDC Trainers from the DonateLife Network, local clinical presenters, and contracted external facilitators. Australian FDC Trainers from the DonateLife Network will facilitate Workshops as

part of their funded role within the DonateLife Network and must be engaged in a Training Agreement with the Authority.

4. Workshop Requirements

The Jurisdiction is responsible for management of workshops within the Jurisdiction. The Jurisdiction must schedule dates for the allocated number of workshops in consultation with the Authority. This consultation is required to ensure the availability of external facilitators where necessary, and to allow for timely updating of the workshop schedule on the DonateLife website. Once agreed, workshop dates will be confirmed by the Authority via email to the relevant Education Coordinator.

The Jurisdiction will ensure that:

- ADAPT workshops have a minimum of 10 and a maximum of 18 participants;
- FDC Core workshops have a minimum of 18 and a maximum of 30 participants;
- FDC Practical workshops have a minimum of 10 and a maximum of 15 participants;
- A sufficient and reasonable amount of catering is provided at each workshop; and
- Each workshop is held in a venue that is quiet and comfortable.

5. Roles and Responsibilities

The Jurisdiction

The Jurisdiction is responsible for all aspects of the management of the Workshops including:

- distributing workshop information to potential or interested participants;
- responding to workshop enquiries (including enquiries referred by the Authority);
- managing and confirming all registrations;
- ensuring all workshop participants have attended the appropriate prerequisite training workshops;
- recording participant needs analysis details from registration forms;
- distributing workshop materials to participants either electronically or in hard copy format;
- printing and distributing participant certificates of attendance;
- collecting and collating workshop evaluation forms for analysis;
- providing collated data to the Authority as part of quarterly reporting;
- booking workshop venues and catering, ensuring value for money;
- arranging and making full payment for all invoices;
- actively managing the funding provided to ensure that all allocated workshops are delivered within the provided budget; and
- providing detailed information on funding expenditure and workshop administration to the Authority as specified below at Item 8: Reporting and Acquittals.

The Authority

The Authority is responsible for:

- assigning workshop allocations and funding to Jurisdictions, in consultation with State Medical Directors;
- coordinating and booking external workshop facilitators where necessary;
- managing Training Agreements with FDC Core Workshop trainers;
- paying all costs associated with external facilitators;
- playing the central coordination role for workshop scheduling at a national level;
- providing all necessary workshop materials to the Jurisdiction in electronic format;
- managing and overseeing any review of workshop materials (in consultation with Education Coordinators, State Medical Directors and the original authors of the materials) and providing updated versions of these documents to the Jurisdiction as necessary;
- maintaining up-to-date PEP information (including the schedule of upcoming workshops) on the DonateLife website; and
- referring relevant workshop enquiries to Education Coordinators for resolution.

6. Workshop Allocations

Each Jurisdiction is provided with an allocated number of workshops to be held within each Financial Year (the period 1 July to 30 June). These allocations, proposed by the Authority and agreed in consultation with State Medical Directors, are based on the number of DonateLife hospitals and staff in a Jurisdiction, the number of workshops held in previous years, information provided by Jurisdictions in quarterly financial acquittals, and advice from Education Coordinators regarding ongoing demand for workshops.

It is expected that the Jurisdiction will ensure delivery of all workshops allocated. If it is determined that there is not sufficient need within the Jurisdiction for the allocated number of workshops, the Jurisdiction should consult with the Authority.

If it is determined that there is reasonable demand for workshops additional to the number allocated, and the Jurisdiction has sufficient funds remaining for the period, it may be possible to schedule additional workshops with the approval of the Authority.

7. Workshop Funding

The Workshop Funding is based on the number of workshops allocated to the Jurisdiction within the funded period. The workshop allocation and funding is:

QLD						
Financial Year	ADAPT General 1 day	ADAPT Medical 1 day	FDC Core 2 days	FDC Practical 1 day	Total Allocation	Total Funding
2012-13						
2013-14						
				TOTAL		

The Workshop Funding is provided for the management of PEP workshops and may be used for costs associated with:

- venue hire;
- catering; and
- workshop administration (such as costs incurred for the printing and/or postage of any workshop materials).

Contingency funding has been included in the total Workshop Funding above and has been provided for occasional costs associated with flights and accommodation deemed necessary for workshop presenters or participants to attend workshops. Jurisdictions are required to organise local presenters and attendees.

Funding may be distributed between workshops as required. The Jurisdiction is responsible for ensuring value for money wherever possible, and actively managing the funds provided to ensure delivery of all allocated workshops.

The above funding amounts are not provided for the use of employing the services of independent consultants to facilitate workshops. Any external facilitators required are managed and funded by the Authority under separate contractual arrangements.

Additional funding is not provided for Australian FDC Trainers from the DonateLife Network to facilitate Workshops. The role of Australian FDC Trainers is performed as part of the individual's primary role that is funded within the DonateLife Network.

8. Reporting and Acquittals

The Jurisdiction is required to report and acquit against the PEP funding on a quarterly basis as part of the quarterly financial acquittal reports. The Jurisdiction must report to the Authority with administrative details of all workshops held including:

- workshop dates and locations;
- number of registrants; and
- number of participants.

The Jurisdiction is also required to reconcile workshop costs against the funding provided, report the details of all workshop expenditure. This must include details of costs associated with:

- venue hire;
- catering;
- administrative costs such as printing and postage;
- flights (where necessary);
- accommodation (where necessary); and
- any other costs directly relating to workshop delivery.

The appropriate template for reporting the above information is provided to Jurisdictions as part of the quarterly financial acquittal report.

At the end of the funded period, any funding allocated for workshops that has not been expended will be:

1. recouped by the Authority; or
2. in consultation with the Authority, rolled-over by the Jurisdiction to form the basis of PEP funding for the next funding period; or
3. in consultation with the Authority, reallocated to fund other education activities in that Jurisdiction.