

# Education renewal

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## Progress Review Panel Guide

### Primary and secondary panels



#### About this document

This document is a guide for primary and secondary Progress Review Panels.

There are three sections:

- Section 1 - *for secondary panels only*: an outline of the process for setting-up and running a secondary (locally based) Progress Review Panel in the Basic and/or Advanced Training Programs.
- Section 2: information about trainee progression and how Progress Review Panels should review and manage progression.
- Section 3: information about Panel governance and the RACP appeals policy.

This guide should be read in conjunction with the following training resources

- Progress Review Panel on [demand workshop](#)
- Progress Review Panel [calibration guide](#)
  - Primary panels: [calibration slide pack](#)
  - Secondary panels: [calibration slide pack](#)
- Example case studies with Progress Review Panel decisions: [Basic Training](#)
- Example case studies with Progress Review Panel decisions: [Advanced Training](#)
- [Decision conditions and writing aid](#)
- [Progress decision library template](#)
- [TMP user instructions](#) for Progress Review Panels

For more information or to provide feedback contact [curriculum@racp.edu.au](mailto:curriculum@racp.edu.au).

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# At a glance



### Purpose

Progress Review Panels review trainees' progress and **make evidence-based progression and completion decisions.**

Progress Review Panels play an essential role in ensuring the **integrity and transparency of decisions** about trainee progress.



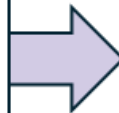
### Pain point

**Supervisors made decisions alone**, which could feel biased.

**Strained relationships made open, supportive conversations harder.**

**Harder for supervisors** to balance teaching with assessment

Raised **concerns about fairness** in decision making



### Solution

A **panel of experts** review trainee progress together.

They use **evidence collected over time**, not just one person's opinion.

This ensures decisions are **fair, well-rounded and transparent.**



### Benefits

- **Diverse perspectives** from a variety of people involved in the training program
- **Shared-decision making** to provide a collaborative and supportive environment
- **Improved identification and early intervention** for trainees who require more support
- **Reduced bias** as decisions are made collectively and transparently, based on evidence



### What this means in practice

- **Every training program is different**, with its own review panel set up
- Each program has a **primary panel** and may also use **secondary panels**
- Panels meet **regularly to review trainee progress**
- If needed, they set **conditions to help trainees improve**
- **Trainees show their progress** through learning, teaching and assessment tasks
- **Supervisors recommend outcomes** to the panel using completed progress reports
- **Trainees view decisions and conditions** in the Training Management Platform (TMP)



Progress Review Panel and curriculum training resources

[curriculum@racp.edu.au](mailto:curriculum@racp.edu.au)

# About Progress Review Panels

## Progress Review Panel overview

Progress Review Panels meet regularly to review trainees' progress and make evidence-based progression decisions for each trainee. Panels are considered experts in the training program, including the curriculum outcomes, requirements, and administration of the program. Progress Review Panels have an essential role to play in ensuring the integrity and transparency of progression decisions related to Basic and Advanced Trainees.

Primary and secondary Progress Review Panels will operate across the Basic and Advanced Training Programs. Panel membership is managed by the RACP. For any updates or changes to a Panel membership please contact the RACP.

Panel definition	Who is involved
<p><b>Primary panel: Training Program Committee (i.e. Basic Training Committee or specialty-specific Advanced Training Committee)</b></p> <p>A primary Progress Review Panel is an RACP committee supported by an RACP staff member. Primary panels are existing Training Program Committees and will have Progress Review Panel functions included as part of the operations and delegations document.</p>	<p>RACP members who sit on an RACP Training Committee.</p>
<p><b>Secondary panel: Progress Review Panel</b></p> <p>A secondary Progress Review Panel is based in a training setting or network or a training program/s. These panels will make progression decisions on behalf of the Training Program Committee and manage conditions placed on trainees.</p>	<p>DPEs, Supervisors and other representatives involved in a training program at a setting, network or training program level.</p>

## Progress Review Panel responsibilities

- 1. Make decisions on progression** for all trainees in a training program. The panel will assess if trainees have met or are on track to meet the expected standard for their phase of training, including the completion of learning, teaching and assessment requirements.
- 2. Manage trainee conditions to enable trainees to progress** by reviewing trainee performance. Where required, panels will set conditions for trainees with the goal of helping the trainee to achieve the program learning goals and progression or completion criteria.

## Key activities of a Progress Review Panel

- support trainees to achieve program learning, teaching and assessment programs
- review evidence of trainees' progress, performance, and abilities in the training program
- make decisions about trainees that are robust and based on evidence
- detect problematic performance and patterns of performance
- assist in addressing some 'failure to fail'<sup>1</sup> issues
- support decision makers in cases of appeal and trainees in cases of perceived supervisor bias.

<sup>1</sup> Yepes-Rios *et al* (2016) define failure to fail as when a supervisor assesses a trainee and feels unprepared and/or unwilling to report a trainee's failing performance.

## Supervision and assessment roles

The supervisory structure for RACP Training Programs will include some changes with the introduction of Progress Review Panels.

### Basic Training Programs

Each role in the new Basic Training program works together to build a picture of trainee competence and contribute to progression through the Basic Training Programs.



**Rotation Supervisor**

Individual trainee oversight and rotation progression



**Education Supervisor**

Longitudinal oversight of a trainee's progress through training



**DPE**

Provides educational leadership



**Progress Review Panel**

Makes evidence-based decisions on trainees' progression



**RACP staff**

Verify and certify training time and progress decisions

### Advanced Training Programs

Each role in the new Advanced Training program works together to build a picture of trainee competence and contribute to progression through the Advanced Training Programs.



**Rotation Supervisor**

Longitudinal oversight of a trainee's progress through training  
Most Advanced Training Programs require 2 supervisors per rotation.



**HOD**

Advanced Training Head of Department (HoD)  
Provides specialty leadership across the department



**Progress Review Panel**

Makes evidence-based decisions on trainees' progression



**RACP staff**

Verify and certify training time and progress decisions

## Guiding principles

The principles and guidelines in this document can be implemented flexibly while ensuring that the governance rules outlined by the RACP are considered. The guiding principles for Progress Review Panels are:

Principle	Description
1. <b>Informed decision making</b>	<ul style="list-style-type: none"> <li>Multiple assessment episodes, ideally involving multiple assessors, should be collated, and reviewed to reveal a broad picture of a trainees' progression and achievement of learning goals.</li> <li>Progression decisions should be based on the evidence available at the time of the progression review meeting. In the case of insufficient evidence, decisions may be deferred until more information is collected.</li> </ul>
2. <b>Adherence to policy and curricula</b>	<ul style="list-style-type: none"> <li>Panel decisions are guided by the RACP curricula standards, training program requirements, <a href="#">education policies</a> and Training Provider Standards related to the training program.</li> </ul>
3. <b>Confidentiality and privacy</b>	<ul style="list-style-type: none"> <li>The review panel should act in accordance with the <a href="#">RACP Privacy Policy</a> and <a href="#">Online Services Terms and Conditions</a>.</li> </ul>
4. <b>Fairness and equity</b>	<ul style="list-style-type: none"> <li>Decisions must be made and communicated in a timely manner to ensure fairness and appropriate sequencing of training experiences.</li> <li>Individual trainees, or their supervisors, may be invited to discuss their progress with the members of the Progress Review Panel.</li> </ul>
5. <b>Patient and trainee safety</b>	<ul style="list-style-type: none"> <li>Decisions should be made in the spirit of protecting patients from harm, including weighing a trainees' progress in terms of what they can safely be entrusted to perform with indirect supervision.</li> <li>It is a normal part of the learning journey to expect trainees will need development in learning goals across course of training program. The role of the panel is to identify areas for growth and set development plans in place for trainees. Serious concerns about professional behaviour are subject to mandatory reporting requirements.</li> <li>Patient and trainee safety take precedence over all other considerations. Employers and clinicians are bound by mandatory notification requirements to the <a href="#">Medical Board of Australia</a> (MBA) or <a href="#">Medical Council of New Zealand</a> (MCNZ) as appropriate. Reportable behaviours are dealt with directly by the MBA or MCNZ.</li> </ul>



### Link to resource

- RACP [code of conduct](#)

# Section 1: Establish and run a secondary Progress Review Panel

This section is relevant for **secondary** Progress Review Panels only.

## Set up a Progress Review Panel

These guidelines can be used by training settings or specialty groups when establishing a Progress Review Panel. The guidelines are intended to be flexible and can be adapted as necessary by settings to suit the training context.

### How to set up a panel

Panels will require time and resources to ensure robust progression decisions can be made about trainees. To establish a Panel, you will need:

- panel members to be appointed
- a panel chair - a Fellow with a strong understanding of the training program and its requirements, who leads the decision-making discussions
- a panel lead - manages logistics like meeting coordination, agenda setting, and any follow-up actions. The panel lead and panel chair may be the same person. The panel lead may or may not be a decision-making member of the panel.
- between 2-4 meetings planned per year, with flexibility based on trainee numbers and timing of training phases.

### Members and panel composition

The Progress Review Panel will be composed of individuals with interest, experience and expertise in assessment and medical education relevant to the training program. Members must be able to use training data to make judgements on outcomes and engage in collegial discussions to reach consensus decisions.

Guidelines on membership and composition include:

Component	Description
<b>Required member</b>	<ul style="list-style-type: none"><li>• In Basic Training Programs, Director/s of Physician/Paediatric Education (DPE) must be panel member/s.</li></ul>
<b>Panel Chair</b>	<ul style="list-style-type: none"><li>• The panel should be chaired by an RACP Fellow who also has a supervisory role, and strong understanding of the training program.</li></ul>
<b>Membership</b>	Members should include: <ul style="list-style-type: none"><li>• Interested or selected Education Supervisors and Rotation Supervisors associated with the program.</li><li>• Team members 'external' to the teaching faculty, at the discretion of the Panel, including allied health.</li><li>• Representative/s from Indigenous groups including Aboriginal and Torres Strait Islander peoples and Māori, Fellows, trainees, or patients should be considered.</li></ul>

Component	Description
<b>Membership considerations</b>	<ul style="list-style-type: none"> <li>• A diverse mix in terms of job type, supervisory experience, gender, and ethnicity or cultural background.</li> </ul>
<b>Panel size</b>	<ul style="list-style-type: none"> <li>• The size of the panel should reflect the number of trainees in the program. It is recommended there is a minimum of 3 members.</li> <li>• It is up to the Progress Review Panel to decide on the best number of representatives to be on the Panel. Some considerations include: <ul style="list-style-type: none"> <li>○ have an odd number of members to avoid deadlocked decisions.</li> <li>○ consider having enough members to allow for fair discussion and quorum in the event a member is unavailable, and no proxy has been identified.</li> </ul> </li> </ul>
<b>Panel set up</b>	<ul style="list-style-type: none"> <li>• The RACP should be notified of Panel members to ensure they are set up and have a role in TMP.</li> <li>• The RACP has <a href="#">more information</a> available on how to provide local panel details to the College and get set up as a panel in TMP.</li> </ul>

## Meeting structure

### Planning

The Panel can choose how best to organise their meetings and decision-making process. The Panel will decide what method they will use to make decisions on trainee progression, for example through a consensus or majority vote.

Meeting frequency and timing	
Component	Description
<b>Frequency of meetings</b>	<ul style="list-style-type: none"> <li>• It is recommended that the Progress Review Panel meet to review trainees twice a year as a minimum.</li> <li>• Panels may wish to meet on a regular basis, for example, every 2 months to discuss the trainees in the program or trainees in difficulty.</li> <li>• More frequent meetings may be required for larger programs, to support the transition between phases of training, or trainees who are not progressing according to the expected standards.</li> <li>• Ad-hoc meetings can be scheduled on a need's basis. Meetings may be either virtual, face-to-face or some combination of the two.</li> </ul>
<b>When the Progress Review Panel should schedule their meetings</b>	<ul style="list-style-type: none"> <li>• Meetings should be scheduled to coincide with important events in the training year, for example prior to recruitment periods or when assessments are due for submission.</li> <li>• When preparing for annual Progress Review Panel meetings, consider the following aspects: <ul style="list-style-type: none"> <li>○ when trainees start in the program</li> <li>○ when trainees swap rotations</li> <li>○ the mid and end points of a phase and associated activities (i.e. when phase progress reports are due)</li> <li>○ trainees in their completion phase of training.</li> </ul> </li> <li>• An example of this on a four-term roster might be:</li> </ul>

Meeting frequency and timing	
Component	Description
	<ul style="list-style-type: none"> <li>○ <b>Meeting 1 at the start of Quarter 3</b> <ul style="list-style-type: none"> <li>▪ trainees will have their progression decisions made in time to start their next phase of training.</li> </ul> </li> <li>○ <b>Meeting 2 at the start of Quarter 1</b> <ul style="list-style-type: none"> <li>▪ to review progress from the end of the previous year of training.</li> </ul> </li> <li>● Panels will have the ability to back-date decisions made in the TMP.</li> <li>● Trainee progression will not be held up by the Progress Review Panels scheduled meeting dates, trainees will have until the end of the phase to submit all requirements.</li> <li>● Panels do not only need to meet when a decision is required, meetings can be scheduled to discuss trainees at any time of the training year as required.</li> </ul>
<b>Length of meetings</b>	<ul style="list-style-type: none"> <li>● The length of each meeting will be dependent on the way meetings are structured, and how many trainees require discussion.</li> <li>● It is likely that smaller training programs may be able to discuss all trainees in the program at each meeting. Training programs with higher trainee numbers may opt to only discuss trainees who are unlikely to progress or require conditions to help them progress.</li> <li>● Some strategies to help assess the length of time required: <ul style="list-style-type: none"> <li>○ review the number of trainees in the training program</li> <li>○ calculate the amount of time required to spend 5 mins discussing each trainee</li> <li>○ make an assumption about the percentage of trainees who are not progressing as expected, for example 20%,</li> <li>○ set the meeting time to allow discussion of that percentage of trainees.</li> </ul> </li> <li>● TMP will divide trainees into 2 lists, 'trainees on track' and 'trainees requiring attention. This will assist panels to determine how long their meeting should be.</li> <li>● Trainee progression decisions will be coloured coded using a traffic light system, i.e. red for not able to progress and green if progressing according to the expected standards.</li> </ul>
<b>Criteria for selecting trainees to discuss</b>	<ul style="list-style-type: none"> <li>● Regular review of a trainee or trainee cohort</li> <li>● A concern has been flagged</li> <li>● Discussion required to determine readiness to sit the Basic Training Divisional Written Exam or Divisional Clinical Exam</li> <li>● Completion of phase requirements or eligible for certification of training</li> <li>● A delay in the trainee's progress or performance</li> <li>● A trainee exceeding in their progress and performance.</li> </ul>

## Meeting processes

The process by which the panel fulfils its duties may vary. It is recommended that the panel have an initial meeting to agree on operational processes and that they be documented. This should occur ahead of meeting to review trainee progression.

### Quorum

To ensure robust decision making it is recommended consideration is given to having a quorum set for each meeting. Quorum is usually defined as 50% of the membership plus one member. It is recommended that the panel chair (or delegate) and one Director of Physician/Paediatric Education (DPE) for Basic Training Progress Review Panels is considered as essential to meeting the quorum.

Progress Review Panel members should consider nominating a proxy if they are unable to attend a meeting

### Setting an agenda

The Progress Review Panel chair and/or panel lead (if applicable) should complete agenda preparation prior to the meeting occurrence. This agenda preparation would include:

- review the Progress Review Panel dashboard in TMP
- identify trainees for discussion during the meeting
- assign specific panel members as primary reviewers to ensure the trainee information is reviewed thoroughly (optional)
- distribute the agenda to the participants including pre-meeting information or tasks that need to be reviewed.

### Outcomes and minutes

The Progress Review Panel will communicate progression decisions with trainees and their supervisors by documenting the decisions in the Training Management Platform (TMP). It is highly recommended formal minutes are taken to capture discussion and decisions made by the panel as evidence in the event a trainee appeals a decision made by the Panel. Decisions and conditions about trainees can be entered directly into the TMP during the meeting. The decisions will be verified and published by RACP staff.

Please see [calibration decisions](#) for a process flow.

**For primary panels:** RACP staff will compile reports for the Training Program Committees on trainee progression, referrals to the Training Support Pathway, and referrals to the Reconsideration, Reviews, and Appeals process. The Chair and/or other members of the panel may be asked to contribute details to these reports.



#### Link to resources

- RACP [template agenda](#)
- RACP [template minutes](#)
- Secondary Progress Review Panel [Terms of Reference](#)
- RACP [Confidentiality of Board and College Body Meeting Guidelines](#)
- RACP [Governance of College Bodies By-Law](#)

### **Conflicts of interest**

Conflicts of interest should be declared at the commencement of each meeting and handled in accordance with the College's [Conflicts of Interest policy](#).

### **Legalities for panel members**

The Deed of Indemnity entered into by the RACP in favour of its volunteers (**Deed**).

A copy of the Deed of Indemnity for Volunteers dated 26 September 2014 is attached to this guide, please see [Appendix 1](#).

## Section 2: Trainee progression decisions

The Progress Review Panel makes important decisions on progression for all trainees in their setting(s) or training program. Decisions made by the Progress Review Panel must be transparent and defensible.

The three decisions that Progress Review Panels can make will be reflective of how they are progressing in the training program. If there are some issues with progression, these issues will usually be related to:

- an issue with the level of competence
- compliance with the learning, teaching and assessment standards
- a combination of both competence and compliance.

When determining a progression decision, progress review panels select from three options.

Decision
1. Trainee can progress to the next phase of training
2. The trainee can progress to the next phase of training with conditions
3. The trainee cannot progress to the next phase of training

Panels will be provided with a dashboard in TMP which consolidates the learning and assessment data of each trainee.

### The TMP dashboard for panels

The dashboard will assist panels to determine which trainees require discussion and/or a progression decision. Information panels will have access to includes:

- outcomes of assessments
- progress report assessment forms
- other learning, teaching and assessment activities required by the training program (for example, learning courses, professional experience requirements).

The role of the Progress Review Panel is to determine the reason a trainee is not meeting the expected standards, and why the standards have not been met using information accessed in the TMP.

Panels will have an option to provide a review to trainees at any point in a phase. Adding a 'Review' in TMP allows the panels to send specific messages to trainees about their progress without needing to wait until the end of a phase. Reviews are published immediately and trigger a notification to the trainee.

The TMP panel dashboard will categorise each trainee into two lists	
Trainees requiring attention	Trainees on track

<ul style="list-style-type: none"> <li>• Trainees who have been identified as having an issue related to compliance or competency related to the progression criteria.</li> </ul>	<ul style="list-style-type: none"> <li>• Trainees who have met the progression criteria.</li> </ul>
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- If a Progress Review Panel requires the trainee to progress with conditions. Conditions can be used with the following progression decisions:
  - The trainee can progress to the next phase of training with conditions
  - The trainee cannot progress to the next phase of training

The following areas need to be considered when conditions are created:

Focus area	Guidance for setting conditions
<b>Competency versus compliance</b>	<ul style="list-style-type: none"> <li>• Determine whether the condition aims to address a skills gap (competency) or a program-specific requirement (compliance).</li> </ul>
<b>Specific compliance gaps</b>	<ul style="list-style-type: none"> <li>• A trainee may have phase assessments that were not completed during the phase, for example 2 of the required 12 observation captures. Conditions may be used to address compliance issues.</li> </ul>
<b>Specific areas the trainee needs development</b>	<ul style="list-style-type: none"> <li>• Establish why are the conditions are needed.</li> <li>• Ensure the conditions are tangible and can be achieved.</li> <li>• Ensure conditions are specific and documented in a clear manner that will be understood by supervisors and trainees.           <ul style="list-style-type: none"> <li>○ SMART goals are a helpful way to structure conditions</li> <li>○ (S – specific, M – measurable, A – achievable, R – relevant, T – time-bound).</li> </ul> </li> <li>• The panel document conditions in the TMP which are reviewed and published by RACP staff.</li> <li>• Once the information has been published by RACP staff it will be visible to the trainee and supervisor in the TMP.</li> <li>• It is up to the trainee to discuss these conditions and plan how the conditions can be achieved via learning opportunities and custom learning goals with their supervisor.</li> </ul>
<b>Training program outcomes</b>	<ul style="list-style-type: none"> <li>• Align the condition to relevant progression criteria of the training program.</li> </ul>
<b>Impact of decisions</b>	<ul style="list-style-type: none"> <li>• Determine the impacts of decisions on trainee overall progression when making the progression decision ‘unable to progress to the next phase of training’.</li> <li>• Consider the purpose of a training condition and the intended impact on trainee learning and development versus simply assuming more time doing something will improve a trainee’s competency.</li> </ul>
<b>Measuring conditions and reviewing outcomes</b>	<ul style="list-style-type: none"> <li>• Review and monitor trainee progress over time to evaluate measures undertaken by the panel.</li> <li>• Recommend that trainees and supervisors should meet every quarter to review progress (if not specified that frequently in the training requirements).</li> <li>• The progress reports and rotation plans should be kept up to date with goals and progress of achievement.</li> </ul>

[Decisions and conditions writing aid](#)

[Progression decision library template](#)

**TMP User instructions:** adding [trainee progression decisions](#)

**TMP User instructions -** [adding conditions](#)

## Calibrating decisions

It is important for the panel to understand their role and to calibrate their standards for reviewing trainee performance data in the setting(s) or training program. The purpose of calibration is to build agreement and assure standards, consistency, and reliability in how trainees are assessed.

The panel will receive formal evidence of achievement via the learning and assessment data against each trainee record in TMP. It is likely that there will be informal evidence supplied to a panel via information provided to, or by members on the panel as a natural part of being involved in the training program. The panel may require further evidence when assessing some trainee cases and may invite a supervisor or trainee to their meetings for further information.

### Using informal evidence

- Acknowledge the information is based on observations, opinions, or anecdotal information.
- Focus on the context and the overall picture and use it to guide discussion and decision-making as opposed to using the information to form a decision.

### When to seek further evidence

- If there are conflicting reports about competence or performance that need to be further explained or verified.
- Multiple perspectives are required to strengthen a case or help the panel come to a decision.



### Link to resources

- [Calibration pack](#)
  - [Primary panels: calibration slide pack](#)
  - [Secondary panels: calibration slide pack](#)
- [Example case studies with Progress Review Panel decisions: Basic Training](#)
- [Example case studies with Progress Review Panel decisions: Advanced Training](#)

## **Communicating decisions and providing feedback to trainees**

The flowchart below outlines the process for communicating decisions and providing feedback to trainees, following a Progress Review Panel meeting.

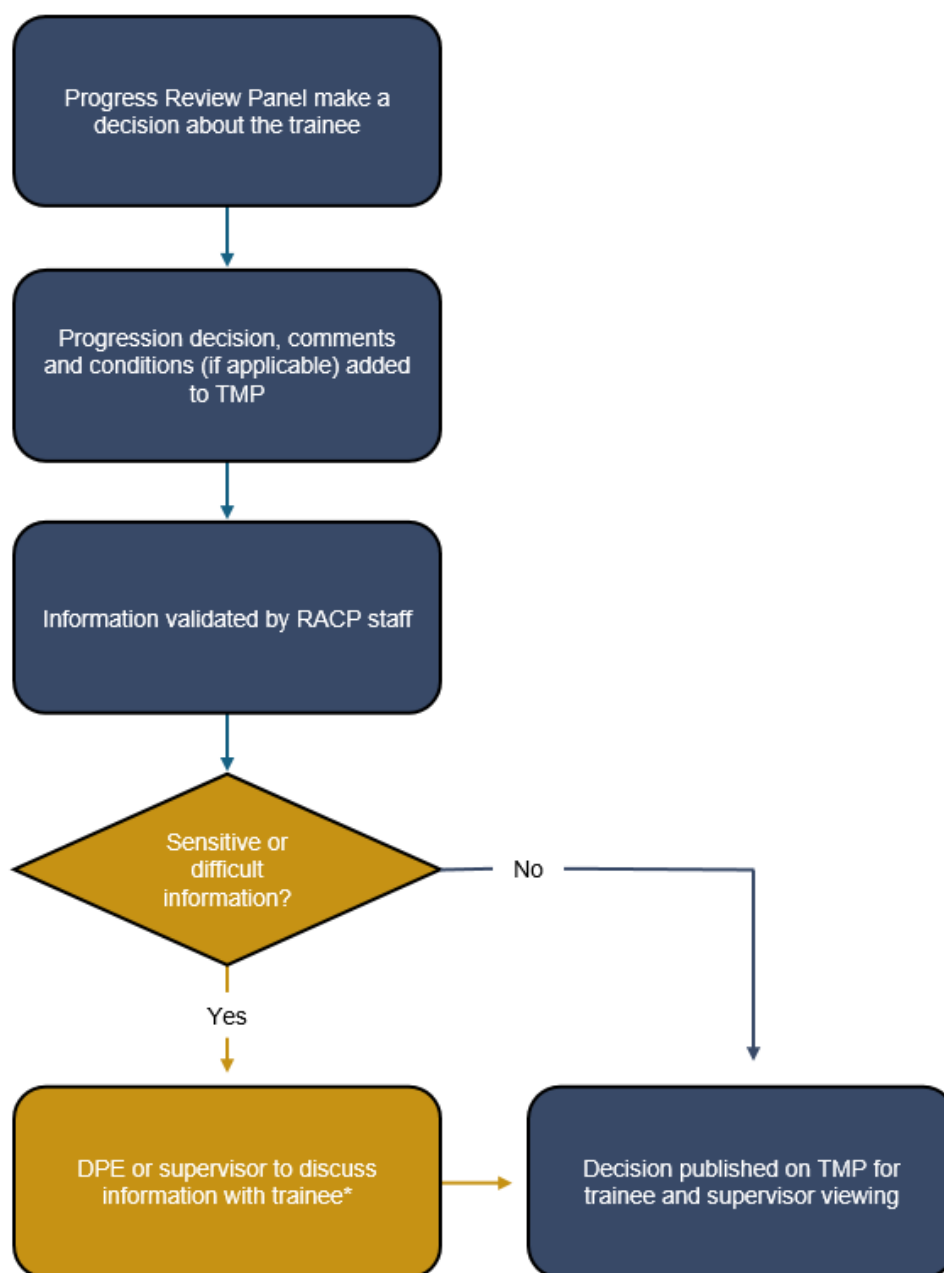
Panels can add rotation certification comments for RACP staff to use to certify trainees' professional experience.

## Flowchart – communicating progression decisions

Progression decisions added by panels will only be visible to the trainee and supervisor once the decision has been verified and published by RACP staff. Progression decisions are not available in TMP until the end of the trainee’s phase; the decision is what will trigger a trainee to move from one phase to the next in TMP. Conditions are attached to a decision and are published in the TMP system at the same time.

Tip: If a panel needs to communicate a message to a trainee immediately or before the end of the phase, they can add a ‘Review’ in TMP.

Trainees will be notified via email when their progression decision is ready for them to view. Related supervisors of that trainee will also be able to view the decision once it has been published. The flowchart below outlines this process.



\*In Basic Training, the DPE or Educational Supervisor is responsible for arranging this conversation. It is recommended that 2 members (DPE, supervisors etc) discuss non progression or stage 2 referrals to the training support pathway.

In Advanced Training, this is the responsibility of the primary Rotation Supervisor.

Once the discussion has taken place, the panel chair or panel lead should notify RACP staff when the decision is ready to be published.

## Section 3: Governance and appeals

### Panel structures

#### Training Program Committee (Primary panel)

Primary panels are the default panels to which trainees will be assigned in TMP. In most cases, the primary panel will be the overseeing training program committee. Trainees will remain with their assigned primary panel for the duration of their training program.

All delegations to staff for making certification and progression decisions will be retained at the primary panel level.

Primary panels will have oversight of progression decisions made by secondary panels across Australia and Aotearoa New Zealand to ensure consistent decision-making.

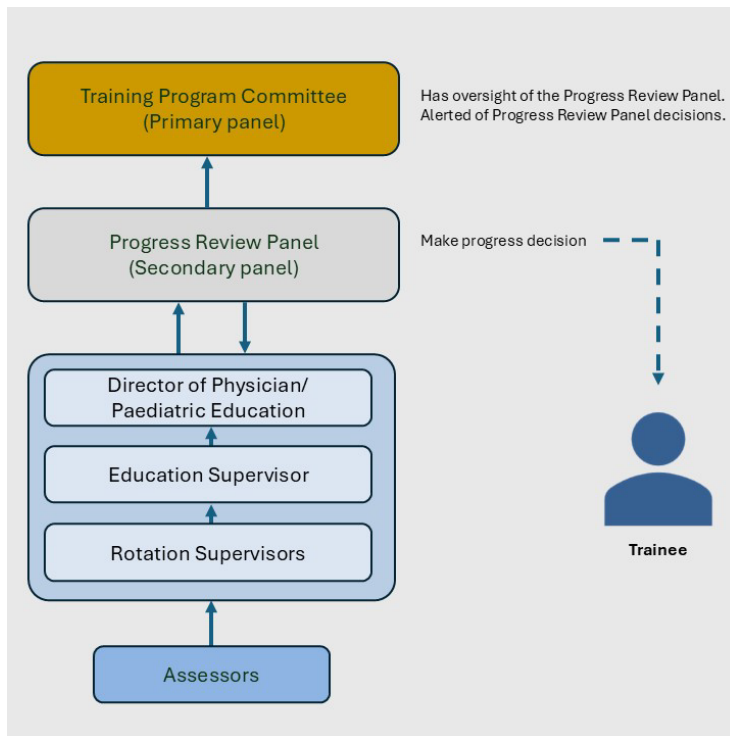
The committees will outline the decision-making parameters within which their secondary panels can operate within. Parameters will provide guidance around minimum requirements completed that can still allow a trainee to progress to the next phase of training.

#### Progress Review Panel (Secondary panel)

Secondary panels are location-based and apply where a training setting or network has established its own panel. Trainees will be reviewed by these panels while training at the associated setting.

Training program committees will provide guidelines on decision-making parameters for secondary panels.

**Figure 1** outlines the escalation process for decision making.



Access information on the [committee members and committee Terms of Reference](#) .

## Reporting process for Progress Review Panels

Some progression decisions are required to be sent to the RACP oversight committee. This will include when:

- panels escalate progression decisions
- trainees are referred to the Training Support Pathway (stages 2 and 3).

The RACP staff will work with the Progress Review Panel to report this information to the relevant committee.

## Appeals process

The RACP has an appeal mechanism in place for the situation where a trainee does not agree with the progression decision. The process is outlined in the [Reconsideration, Review and Appeals \(RRA\) Process By-Law](#).

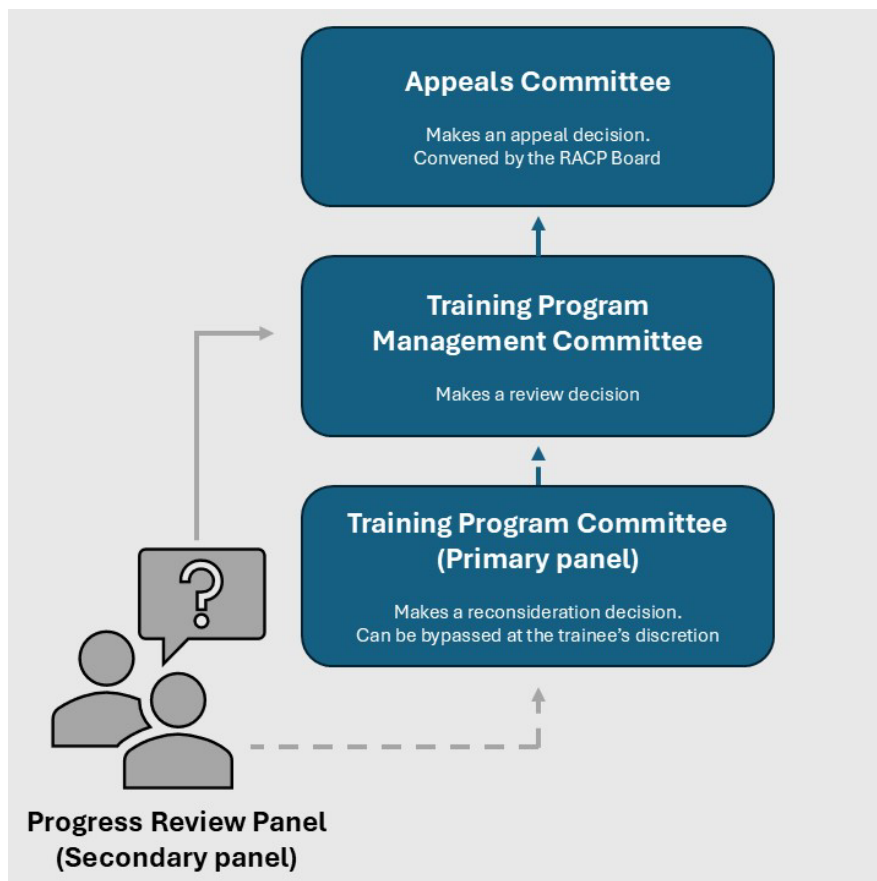
The three stages of the College's internal process for the reassessment of specified decisions are:

- a) Reconsideration – by the same College Body that made the decision. \*
- b) Review – by the College Body that oversees the College Body that made the decision.
- c) Appeal – to an Appeals Committee appointed by the RACP Board.

\*The College Body responsible for the reconsideration of a trainee progression decision is the overseeing Training Program Committee. Secondary panels are defined in the RACP Governance of College Bodies By-law as a 'Community' and are not responsible for reviewing decisions under the RRA By-Law.

Any RRA outcomes will be communicated back to the Trainee, Education Supervisor, and the Progress Review Panel.

**Figure 2** outlines the committees involved and the decisions that can be made at each level when the progress review panel is a secondary panel.



# Bibliography

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# Appendix 1 – RACP Deed of Indemnity

## Overview

In the Deed, the College undertakes to indemnify each Member who provides Voluntary Services (defined) for the benefit of the College against any Liability (defined), including legal costs, that may be incurred by the Volunteer (defined) arising out of or in connection with the provision of Voluntary Services.

For the volunteers to be covered under the Deed, they must be:

1. appointed by the College
2. providing Voluntary Services to the College for which they do not receive any payment
3. acting for the benefit of the College
4. not hold any position of paid employment, consultant or independent contractor

The Deed will not apply:

- if the Volunteer breaches the College constitution, a College by-law or policy, or a direction given by the College, unless the Volunteer can satisfy the College that the breach was not intentional.
- if the claim that is made against the Volunteer results from an investigation by the College relating to the conduct of the Volunteer;
- if the Volunteer has intentionally defamed someone;
- if the Volunteer has intentionally infringed intellectual property;
- if the Volunteer commits a dishonest, fraudulent, criminal or malicious act or omission or breaches his or her fiduciary duty;
- if the Volunteer incurs a contractual liability without prior approval of the Board or the Chief Executive Officer; or
- if the claim relates to medical, clinical or treatment work of any kind.

Deed of indemnity entered into by  
The Royal Australasian College of  
Physicians in favour of its volunteers

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# Deed

This deed poll is entered into by **The Royal Australasian College of Physicians** (the "**College**") on 26 September 2014 for the benefit of each person who is, has been or hereafter becomes a "**Volunteer**" (as that term is defined below).

## Recital

The College entered into a deed poll on 28 June 2011 ("**June 2011 Deed Poll**"). The College wishes to supersede the June 2011 Deed Poll and enter into this deed for the benefit of persons providing Voluntary Services after the date of execution of this deed.

Under this deed the College undertakes to indemnify each:

- (a) Member who provides Voluntary Services (as defined below);
- (b) person it requests to provide Voluntary Services; and
- (c) person it recognises as providing Voluntary Services

for the benefit of the College, against certain personal liabilities that may be incurred by the Volunteer arising from those Voluntary Services.

## General terms

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### 1 Interpretation

#### 1.1 Definitions

These meanings apply unless the contrary intention appears:

**Access Period** means the period commencing on the date of this deed and ending, in respect of a person, on the later of:

- (a) the date which is seven years after the person ceases to be a Volunteer; and
- (b) the date any Legal Proceedings commenced during the period specified in paragraph (a) and involving the person as a Volunteer are finally resolved.

**Board** means the board of directors of the College.

**Claim** means any claim, demand, action or Legal Proceeding against a Volunteer arising in connection with the provision of Voluntary Services. The term includes any written or oral threat or complaint that results in the Volunteer reasonably expecting that such action will be initiated.

**College Body** means any Chapter, Division, Faculty, State Committee, regional group, committee, sub-committee, conjoint committee or other body, formed from time to time under the Constitution or by-laws of the College.

**College Offices** means the principal office of the College from time to time, currently at 145 Macquarie Street, Sydney NSW 2000.

**Communication Date** is defined in clause 2.4 of this deed.

**Constitution** means the constitution of the College from time to time.

**Government Agency** means:

- (a) a person charged with administration of the law;
- (b) a government or governmental, semi-governmental, administrative, fiscal, judicial or other body, department, commission, authority, tribunal, agency, person or entity having lawful power in any part of the world, including, without limitation, a royal commission, board of inquiry, parliamentary committee or similar body;
- (c) a department of any government of Australia, New Zealand or any other jurisdiction;
- (d) an instrumentality agent or appointee of the Crown in right of the Commonwealth, in right of a State or in right of a Territory or the equivalent of any of them in any other jurisdiction; and
- (e) any other body exercising statutory or prerogative power.

**Inquiry** means an examination, investigation, inquiry, hearing, subpoena, notice to produce a document, notice to give evidence or notice requiring disclosure of information conducted or issued by any person having lawful power to do so, including a Government Agency.

**Legal Costs** means legal costs and other expenses incurred by a Volunteer, in accordance with this deed:

- (a) in defending a Claim;
- (b) in appearing before, providing information to or preparing for any Legal Proceedings;
- (c) in respect of threatened Legal Proceedings.

**Legal Proceeding** means a legal proceeding of any kind arising out of or in connection with the provision of Voluntary Services, including a criminal prosecution, a civil proceeding, an arbitration or an Inquiry. The term includes any examination, investigation, inquiry, hearing, subpoena, notice to produce a document, notice to give evidence or notice requiring disclosure of information conducted or issued by any person having lawful power to do so, including a Government Agency.

**Liability** means any liability whatsoever and howsoever (and whether actual, contingent, fixed or unascertained) incurred by a Volunteer, arising in connection with the provision of Voluntary Services. The term includes Legal Costs that are incurred in a Legal Proceeding or defending a Claim in accordance with this deed.

**Member** has the meaning provided for in clause 2 of the constitution of the College, as amended from time to time.

**Records** means:

- (a) the books (as defined in the Corporations Act) of the College; and
- (b) all documents provided by or on behalf of the College to a person during the period the person acts as a Volunteer including, without limitation, pre-meeting papers, submissions, minutes of meetings of a College Body, letters, memoranda or other papers relating to the College.

**Volunteer** means any person appointed by the College to provide any Voluntary Services to or for the benefit of the College, whether at the date of this deed, or at any time prior to the date of this deed, or at any time after the date of this deed. To avoid doubt:

- (a) a person who is an "officer" of the College for the purposes of the Corporations Act may also hold another (non-officer) position in the College. When acting in that other (non-officer) capacity, that person may be a "Volunteer" for the purposes of this deed, and
- (b) a "Volunteer" under this deed does not include any person who:
  - (i) holds a position of paid employment with the College,
  - (ii) is acting as a paid consultant to the College, or
  - (iii) is acting as an independent contractor under a contract providing for payment for services or otherwise,

but the reimbursement of expenses for duties undertaken as a Volunteer or the reimbursement of reasonable costs for time spent providing Voluntary Services (provided such reimbursement is not paid pursuant to a contract including a contract of employment and contract for service) will not affect the status of a person as a Volunteer for the purposes of this deed.

**Voluntary Services** means services that are provided voluntarily to or for the benefit of the College:

- (a) by a person who holds a position as President, President Elect, Chairman, Committee Member, Council Member (or the holder of any other office, however described) of the College or of a College Body; or
- (b) by a Member or other person recognised by the College who:
  - (i) is a member of a specialist committee (or other medical research, advisory, training, education, investigation or clinical body of any kind) that is formed outside the College;
  - (ii) participates in the training, assessment, specialist recognition, supervision, peer review or education of a Member or an overseas trained physician under a training program or pathway to specialist recognition conducted by the College or a College Body;
  - (iii) participates in the setting, supervision or conduct of exams for or assessments of a Member, or an overseas trained physician, on behalf of the College or a College Body; or
  - (iv) participates in the assessment of a training site or setting, on behalf of the College or a College Body; or
- (c) by a person who:
  - (i) at the request of the College (or of a College Body), is a member of a specialist committee (or other medical research, advisory, training, education, investigation or clinical body of any kind) that is formed outside the College; or
  - (ii) is recognised by the College as a member of a specialist committee (or other medical research, advisory, training,

education, investigation or clinical body of any kind) that is formed outside the College.

To avoid doubt, the term includes a person who (at the request of the College or a College Body):

- (i) prepares a report or other document or makes a communication to the College, a College Body or an external regulator concerning the performance, qualities or ability of a Member, overseas trained physician, or the suitability of a training site, including, without limitation, any comment, opinion, belief or recommendation contained in such a report or document; or
- (ii) participates in a decision made or action taken or not taken, by or on behalf of the College or a College Body, as a result of a document or communication referred to at paragraph (v) above, which concerns or affects a Member or overseas trained physician, including, without limitation, any examination or assessment results, progression through a training program, removal from a training program or concerning the assessment of any training site.

To avoid doubt, the term does not include services provided:

- (i) in connection with clinical supervision to the extent it relates to treatment or the provision of medical services to patients;
- (ii) as an employee or contractor of, or consultant or volunteer to, another organisation, to the extent any Liability (including Legal Costs) arising out of or in connection with those services are not otherwise covered or indemnified; or
- (iii) to, or for the benefit of, an entity or person other than the College.

## 1.2 General Interpretation

In this deed unless the contrary intention appears:

- (a) **(executors and administrators)** a reference to a Volunteer includes a reference to his executors, and administrators;
- (b) **(variations or replacement)** a reference to a document (including this deed) includes any variation or replacement of it;
- (c) **(singular includes plural)** the singular includes the plural and vice versa; and
- (d) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

## 1.3 Headings

Headings are for convenience only and do not affect the interpretation of this deed.

## 1.4 Deed poll benefits the Volunteers

This deed takes effect as a deed poll by the College in favour of each Volunteer.

Any invalidity or unenforceability of this deed against the College by any Volunteer will not affect the validity and enforceability of this deed against the College by any other Volunteer.

---

## 2 Indemnity to Volunteers

### 2.1 Indemnity for personal liability arising from Voluntary Services

Subject to this deed, the College indemnifies each Volunteer against any Liability (including Legal Costs) incurred by the Volunteer arising out of or in connection with the provision of Voluntary Services.

### 2.2 Indemnity not given in certain cases

The indemnity under clause 2.1 will **NOT** apply in the following cases:

- (a) **(Breach of College rules or policies):** if the Volunteer does not comply with:
  - (i) the Constitution or by-laws of the College;
  - (ii) a direction given to the Members (or any group of them) by authority of the Board;
  - (iii) any policy which the Board publishes in writing (such as, on the "members only" section of the College website) from time to time, including (for example) the College's policies concerning:
    - (A) the ownership or use of intellectual property of the College; or
    - (B) the personal conduct of persons who are engaged in the affairs of the College (such as, for example, the College Code of Conduct); or
  - (iv) any decision or policy adopted by the Board or a College Body (and notified to the Volunteer) as to the approach that the Volunteer is required to adopt and advocate on any particular clinical matter, while they are performing the Voluntary Services,  
**unless** the Volunteer reasonably satisfies the College that the breach was not intentional;
- (b) **(Breach of this deed):** if the Volunteer does not comply with their obligations under this deed;
- (c) **(Claim or investigation by the College):** if the Claim is made by the College against the Volunteer, or results from an investigation by the College relating to the conduct of the Volunteer;
- (d) **(Intentional defamation):** if the Claim or Liability relates to defamation by the Volunteer that was intentional;
- (e) **(Claim and Legal Costs exceed AUD \$200,000):** to the extent that a Claim or Liability (including any Legal Costs incurred in respect of it) exceeds AUD \$200,000 (or any greater limit approved by the College from time to time in its discretion, either generally or in a particular case);

- (f) **(Medical, clinical or treatment work)** to the extent that a Claim relates to (or Liability arises from or in connection with) an act or omission by the Volunteer:
  - (i) in their capacity as a physician; or
  - (ii) while otherwise undertaking medical, clinical or treatment work, regardless of whether that work is undertaken in their capacity of a Volunteer;
- (g) **(Directors of the College)** If the Volunteer is a director of the College, to the extent that the Claim relates to the Volunteer's conduct in that capacity;
- (h) **(Claim made by Volunteer)** if the Claim is made by the Volunteer, whether against the College or any other person;
- (i) **(Separate advice)** if the Volunteer incurs legal or other costs in obtaining separate advice, which is not arranged through the College in accordance with this deed;
- (j) **(Dishonest, fraudulent, criminal or malicious acts)**, if the Claim or Liability is one in which any of dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by the Volunteer is admitted or establishment by court judgment or other adjudication;
- (k) **(Intentional infringement of intellectual property)** if the Claim or Liability relates to intentional infringement of intellectual property by the Volunteer; or
- (l) **(Contractual liabilities)** if the Claim relates to a contractual liability assumed or incurred by the Volunteer without prior written approval of the Board or the Chief Executive Officer of the College.

### 2.3 Independent indemnities

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties and survives the termination of this deed for whatever reason.

### 2.4 Acceptance of indemnities under this Deed

After the date on which a copy of this deed has been made available to each Volunteer, in accordance with the usual means by which the College communicates from time to time with the Volunteers ("**Communication Date**") and in consideration of the College appointing or continuing to appoint a person to provide Voluntary Services to the College in that capacity, each Volunteer:

- (a) Agrees that their performance or ongoing performance of Voluntary Services for the College after the Communication Date will constitute their acceptance of the indemnities on and subject to the terms of this deed and supersedes any existing indemnities which the College has executed in favour of Volunteers prior to the Communication Date; and
- (b) Acknowledges that the Volunteer's appointment or continuing appointment by the College to provide Voluntary Services is in reliance on the Volunteer's agreement to these conditions.

---

## **3 Payments**

### **3.1 Advances to the Volunteer**

The College may, upon written request by a Volunteer, agree to pay part or all of the Legal Costs reasonably and directly incurred by a Volunteer pending final determination as to whether the Volunteer is entitled to be indemnified for Legal Costs under clause 2.1. Any such discretionary payment by the College will be treated as an unsecured, interest free advance to the Volunteer, until that time.

### **3.2 Expenses and payments**

It is not necessary for the Volunteer to incur expense or make payment before enforcing any right of indemnity under this deed.

### **3.3 Claim under insurance policy**

If a Volunteer is insured for any Liability for which the Volunteer is entitled to claim under this deed, the Volunteer must claim under that insurance policy. However, the Volunteer is not required to await the outcome of a claim under the insurance policy before enforcing the Volunteer's right of indemnity under this deed.

### **3.4 Repayment by Volunteer**

A Volunteer must repay amounts paid by the College to or on behalf of the Volunteer under this deed in relation to a Liability (including Legal Costs), to the extent that:

- (a) a court of competent jurisdiction determines that the Volunteer is not entitled to be indemnified under this deed by the College for the Liability;
- (b) the Volunteer receives payment under an insurance policy in accordance with clause 3.3 in respect of the Liability, or the insurer pays, discharges or satisfies the Liability directly; or
- (c) the Volunteer receives payment from a person other than the College or a Volunteer of the College in respect of the Liability, or that person pays, discharges or satisfies the Liability directly.

### **3.5 Indemnities continue**

The College acknowledges that the indemnities in this deed continue in full force and effect in relation to any act, omission, matter or event occurring or arising while the Volunteer is providing Voluntary Services and even if the Volunteer has ceased to do so before any Claim is made under this deed.

---

## **4 Volunteer's undertakings**

Each Volunteer undertakes:

- (a) to advise the College in writing immediately if he or she becomes aware of any circumstances which could reasonably be expected to give rise to a right to be indemnified under this deed;
- (b) at the direction of the Chief Executive Officer of the College, to take any action that the College may reasonably require to avoid, dispute, defend, appeal or otherwise deal with any Claim (this shall include any action that the Chief Executive Officer reasonably considers is necessary in order

for the College to be able to recover under any insurance policy that the College may hold);

- (c) to raise or plead Part 9 of the *Civil Liability Act 2002 (NSW)* or its equivalent in other jurisdictions (where such defence is available) as a defence to a Claim;
- (d) to assist the College to the best of his or her abilities in any action the College takes to avoid, dispute, defend or appeal any Claim; and
- (e) not to admit any liability for or settle any Claim without the prior consent of the College, which consent must not be unreasonably withheld.

---

## **5 Conduct of Claims**

### **5.1 College may control conduct of Claim**

The College is entitled to do one or more of the following, on behalf of the Volunteer :

- (a) assume the conduct, negotiation or defence of any Claim;
- (b) institute a cross-Claim or a counter-Claim;
- (c) retain lawyers in relation to a Claim;
- (d) pursue any cause of action or right of recovery arising from a Claim; and
- (e) cause its insurers to do any or all of (a) to (c) above.

If requested by the College, a Volunteer will execute a Power of Attorney in a form reasonably requested by the College, to enable the College to carry out the tasks listed in paragraphs (a) to (c) above.

### **5.2 The College controls Claim**

If the College acts under clause 5.1, the conduct of the Claim will be under the management and control of the College or its insurers. The College must:

- (a) subject to clause 5.3, instruct its lawyers on behalf of both the College and the Volunteer so that legal professional privilege attaches to any documents produced by those lawyers for the benefit of both the College and the Volunteer;
- (b) consult with the Volunteer about material decisions regarding the Claim; and
- (c) not (without the Volunteer's prior consent, not to be unreasonably withheld), settle the Claim in any manner that would result in any loss or liability of the Volunteer for which the Volunteer is not entitled to be indemnified under this deed.

The obligations of the College under this clause 5.2 are subject to the College's obligations to its insurers.

### **5.3 Conflict of interest**

The College must withdraw or modify any instruction given to its lawyers under clause 5.2 if:

- (a) it forms the view that a conflict of interest has arisen between the College and the Volunteer; or
- (b) it receives advice from those lawyers that those instructions would give rise to a conflict of interest or duty which would prevent them accepting them or continuing to act under them.

As soon as practicable after the College withdraws or modifies an instruction to its lawyers under clause 5.2(a), the College must advise the Volunteer that it has done so.

---

## **6 General**

### **6.1 Access to Records**

- (a) If a Volunteer is the subject of any Claim at any time during the Access Period, that the College (acting reasonably) determines is, or is reasonably likely to be, covered by the indemnity in clause 2.1, then the College will allow the Volunteer and their legal advisers (whether appointed by the College or the Volunteer) full and free access (at no cost to the Volunteer) to such of the Records as are reasonably relevant to the defence of the Claim by the Volunteer.
- (b) The Records will be made available at the College Offices during normal business hours during the Access Period.
- (c) This access shall include providing any information, assistance and facilities (including photocopying facilities) that the Volunteer reasonably requires in order to examine and make and take away copies of the relevant Records or any part of them.

### **6.2 Confidentiality undertaking**

If a Volunteer (or their advisers) is given access to any Records under clause 6.1, they must keep those Records fully confidential at all times. However, a Volunteer may:

- (a) disclose those parts of the Records relating to or connected with Legal Proceedings of any nature brought against the Volunteer by any person (including the College) to their legal advisers and to any third parties connected with those proceedings; and
- (b) make disclosure as required by law for the purposes of those proceedings.

### **6.3 Volunteer not to waive privilege**

If the College advises a Volunteer that legal professional privilege applies to the Records, the Volunteer must use his or her best endeavours not to:

- (a) waive that privilege; or
- (b) do any act or omit to do any act which may cause that privilege to be waived, extinguished or lost,

unless the Volunteer is formally advised that it is necessary or desirable to do so in order for the Volunteer to defend himself or herself in any Legal Proceedings, in which case the Volunteer will notify the College at least 7 clear days before any such disclosure.

#### **6.4 Notification of privileged documents**

The College will notify the Volunteer:

- (a) that a document to which the Volunteer has access is the subject of legal professional privilege in favour of the College; and
- (b) of the general nature of acts or omissions that could cause that privilege to be waived, extinguished or lost.

#### **6.5 Return of Records**

Each Volunteer must upon request by the College return to the College any Records in the Volunteer's control or possession.

#### **6.6 Return or destroy copies**

If access to the Records is granted to a Volunteer after they have ceased to be a Volunteer of the College, and the Volunteer has taken away copies of any of the Records, the Volunteer must:

- (a) return to the College; or
- (b) provide a written undertaking to the College that the Volunteer has destroyed,

all of those copies of the Records when the relevant Claim has been finally determined.

#### **6.7 Other rights of access preserved**

Nothing in this deed limits or restricts any other right of access to the Records that a Volunteer may have independently of this deed, whether under the Corporations Act or otherwise.

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### **7 Miscellaneous**

#### **7.1 Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

#### **7.2 This deed supersedes any prior deed from Volunteer's acceptance**

This deed sets out the entire indemnity and other undertakings that the College gives to the Volunteers from the Communication Date. It supersedes the June 2011 Deed Poll and any other prior undertaking or deed.

---

### **8 Governing law and jurisdiction**

#### **8.1 Governing law**

This deed is governed by the law in force in New South Wales.

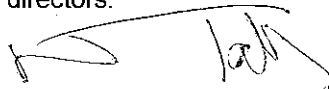
**8.2 Jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

**EXECUTED** as a deed poll.

**DATED:** 26 SEPTEMBER 2014

**EXECUTED** by **THE ROYAL AUSTRALASIAN COLLEGE OF PHYSICIANS** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:



Signature of director

N. TALLEY

Name of director (block letters)



Signature of Company Secretary

M. SMITH.

Name of Company Secretary (block letters)