



## Resuscitation course: Application for endorsement

This resuscitation endorsement application form is for individuals or organisations who have developed a programme that they wish to have considered for RNZCGP endorsement.

Endorsement of resuscitation skills courses are valid for a period of three years once your application has been approved. A fee applies. Endorsements are granted upon payment of the appropriate fee.

### 1. Applicant details

Name of organisation:

Name of coordinator or contact person:

Address:

Phone:

Email:

### 2. Course details – what course are you providing?

2.1 Are you offering a New Zealand Resuscitation Council course(s)?  Yes  No

If yes, please tick:

CORE Skills  CORE Immediate  CORE Advanced

*There is no requirement to provide a copy of the course content or sample of certificate for certified NZRC CORE resuscitation courses.*

2.2 Are you offering an individually designed programme?  Yes  No

If yes, please give details of each of the courses you offer for which endorsement is sought:

Course name	Assessed/ non-assessed	Contact hours	Reading preparation hours

Geographic area(s) covered by this application:

Estimated number of courses in total to be offered in a year:

Limit on number of participants per course(s):

### 3. Please list the key instructors/facilitators, and give a brief summary of their expertise/qualifications

Name	Qualification	Role in programme

### 4. Checklist and declaration

- You have prepared your application according to the College's quality standards for resuscitation courses.
- You have included your resuscitation programme (**for individually designed programmes**).
- You have included a copy/copies of your certificate.
- You have read and agree to the terms and conditions for endorsement.



# Resuscitation skills course endorsement contract

## Standard terms and conditions

### 1. Term of the contract

- 1.1 This contract will be valid for three years unless terminated earlier in accordance with this contract.

### 2. Fee and expenses

- 2.1 Subject to this contract, and in consideration of the performance of the services, the College will invoice the contractor the fee set out in the application fees section of *Resuscitation endorsement guidelines and quality standards*.

### 3. Contract management

#### Contract Manager

- 3.1 The Contractor is the Contract Manager who is responsible for managing the contract and liaises with the College, including:
- managing the relationship between the parties
  - overseeing the effective implementation of this contract, and
  - acting as a first point of contact for any issues that arise.

#### Changing the Contract Manager

- 3.2. If a party changes its Contract Manager it must tell the other party, in writing, the name and contact details of the replacement within five (5) business days of the change.

### 4. The contractual relationship

#### Independent contractor

- 4.1. The Contractor is engaged by the College as an independent contractor and nothing in this contract constitutes a legal relationship between the parties of partnership, joint venture, agency, triangular employment or non-direct employment. The Contractor is responsible for the liability of its own, and its personnel's, if applicable, salary, wages,

holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Contractor's business or the engagement of its personnel.

#### **Neither party can represent the other**

- 4.2. Neither party has authority to bind or represent the other party in any way or for any purpose.

#### **Contractor's general obligations**

- 4.3 The Contractor has agreed to provide the College with the services as set out in the application form.
- 4.4 The Contractor will:
- a. provide the services with reasonable care and skill, in accordance with all applicable laws, in a prompt, efficient and diligent manner consistent with good professional practices and standards, and otherwise in accordance with the terms of this contract;
  - b. meet all timeframes and other specifications set by the College, acting reasonably;
  - c. provide the College with information that the College requires regarding the endorsement;
  - d. provide the College with evidence regarding any of the criteria to inform endorsement(s) as part of its quality assurance procedures;
  - e. provide the College with appropriate access to view any online or e-learning material associated with endorsed activities;
  - f. uphold the position of the College in relation to the services. Except as specifically authorised by the College, the Contractor will not make any public comment relating to the services;
  - g. raise any issue or concern relating to the services with the College endorsement administrator in the first instance; and
  - h. comply with, in the performance of the services, any reasonable and lawful directions given by the College's representatives, as well as paying proper regard to all advice and recommendations given by the College's representatives. The Contractor will also comply with the College's policies and procedures as notified to the Contractor from time to time, which the College may vary at its discretion.

#### **The College's general obligations**

- 4.5 The College will:
- a. provide reasonable support to the Contractor to assist the Contractor in performing the services;
  - b. comply with its health and safety obligations in relation to the services; and
  - c. advise the Contractor of the College's relevant policies and procedures.

## **5 Personal provision of the services**

- 5.1. The Contractor will perform the services personally or, where applicable, through the person referred to in the application form as the Contractor's representative.
- 5.2. Where the Contractor's representative is performing the services on the Contractor's behalf, the Contractor will ensure that the Contractor's representative complies with the Contractor's obligations under this contract as if the Contractor's representative were the Contractor. To avoid doubt:
- a. Any act or omission of the Contractor's representative in performing the services is an act or omission of the Contractor for the purposes of this contract;
  - b. The Contractor's representative is not employed by, or in a contractual relationship with, the College.
- 5.3. The Contractor will not assign, subcontract or otherwise delegate the College's endorsement logo without the prior written consent of the College. Any assignment, subcontracting, delegation or other transfer of the obligations under this contract, which has been validly consented to by the College, does not relieve the Contractor of their other obligations under this contract, unless the parties otherwise agree in writing.

## **6. Confidentiality**

- 6.1 The Contractor will not use or disclose to anyone any confidential information that belongs to or concerns the College, its employees, contractors, members, members' patients or students, except:
- a. in the proper performance of the services; or
  - b. for the purposes of obtaining professional legal or financial advice; or
  - c. as required by law.
- 6.2 For the purposes of this contract, confidential information includes, but is not limited to, the terms of this contract, and any commercial or personal information not known generally outside the College, whether in written, electronic or oral form, that relates to the College and its business affairs, finances, methods, intellectual property, employees, Contractors, members or students.
- 6.3 The Contractor will not use any computing resources to process, store, or transmit College information unless such use has been authorised.
- 6.4 The Contractor will not capture copies of information for the purpose of unauthorised personal use or with the intention of divulging the information to anyone without a specific need to know as determined by College management.

## **7 Termination**

- 7.1 The College may terminate this contract with immediate effect by written notice if the Contractor:
- a. breaches this contract (including without limitation if the Contractor fails or is unable to provide the services of the Contractor's representative (where applicable), or is negligent in the performance of the services); or
  - b. is convicted of any offence, becomes insolvent or bankrupt, subject to liquidation or bankruptcy proceedings, or makes any composition with creditors.

- 7.2 Without limiting the College's rights under the sub-clause above, the College may, in its sole discretion, give the Contractor an opportunity to remedy any breach within a timeframe specified in writing. If the College provides the Contractor with such an opportunity, and the contract does not remedy the breach to the College's satisfaction within the timeframe specified, the College may terminate this contract with immediate effect by written notice.
- 7.3 Without limiting the above, either party may terminate this contract for any reason by giving the other party one month's notice in writing.

## **8. Professional conduct and competence**

- 8.1 The Contractor agrees to promptly notify the College of any complaint, criminal charges, inquiry or investigation into their professional conduct or competence (or, where applicable, into the professional conduct or competence of the Contractor's representative).

Where:

- a. any matter referred to in the sub-clause above comes to the attention of the College; or
  - b. any other matter comes to the attention of the College which in the College's reasonable opinion reflects adversely on the trustworthiness, reliability, skills or reputation of the Contractor (or, where applicable, of the Contractor's representative); and
  - c. in the reasonable opinion of the College, the matter may reflect adversely on the reputation of the College.
- 8.2 The College may suspend this contract with immediate effect, by notice to the Contractor.
- 8.3 In the event of such suspension, the Contractor will immediately cease to use the College's endorsement logo and remove it from all current and future activities.
- 8.4 Any such suspension will be reconsidered by the College on the written application of the Contractor, or otherwise at the College's discretion.

## **9. Intellectual property**

- 9.1 If the Contractor at any time in the performance of the services conceives, invents, discovers or becomes possessed of any work, idea, invention, process, art, service, system, method, or any improvement upon or addition to them (intellectual property), the intellectual property will be the sole property of the College from the time that it is created. The Contractor waives all moral rights in any copyright work covered by this clause.
- 9.2 Upon request, and at the College's cost, the Contractor will do all things necessary or appropriate to vest all rights, titles and interests in the intellectual property in the College. If the Contractor fails to comply with a request within the timeframe specified, the Contractor hereby appoints the College as the Contractor's attorney to execute any documents on the Contractor's behalf.

- 9.3 The Contractor will not sell, disclose or use in any way any material produced as a result of providing the services without the express written authorisation of the College.
- 9.4 The Contractor will notify the College immediately of any intention to utilise any methods, material, data or information gained from this contract for purposes other than the provision of services and will not proceed with any such use without the College's prior written consent.

### **Return of property**

- 9.5 Upon request, and in any event at the end of the contract term, the Contractor will promptly deliver to the College all property or material belonging to or concerning the College which is in the Contractor's possession or control. This includes any hardcopy, audio or electronic documents that relate to the College or contain confidential information or intellectual property.

### **Survival**

- 9.6 To avoid doubt, the confidentiality, indemnity, equipment, return of property, and intellectual property clauses of this Contract will continue to apply after the termination of this Contract and regardless of any dispute.

## **10. Indemnity**

- 10.1 The Contractor will keep the College indemnified against any loss, expense, damages or compensation which the College incurs or is required to pay (including without limitation any legal fees or amount paid by way of settlement) in relation to any claim which is threatened, notified or commenced against the College and which arises directly or indirectly out of any wilful or negligent act or omission of the Contractor in the course of providing the services.

## **11. Insurance**

- 11.1 The Contractor will, during the term of this agreement, have and maintain professional liability cover from a recognised medical defence organisation or insurer. The Contractor will, on request, provide evidence of this cover.

## **12. Health and safety**

- 12.1 The College is committed to providing a safe, healthy workplace. The safety and wellbeing of those who the College works with is of paramount importance to the College.
- 12.2 The Contractor must ensure that it (and its employees and agents) takes reasonable care for its own safety while at work and that no acts or omissions adversely affect the health and safety of other persons.
- 12.3 The Contractor agrees to consult, cooperate and coordinate activities and facilitate engagement with the College and any other persons to the extent that the parties have overarching duties in relation to health and safety, including in relation to the services.

### **13 Force majeure**

- 13.1 Neither party will be liable to the other for any failure to perform any obligation under this Contract if prevented from doing so by reason of war, fire, flood, storm, riot, an act of God, a restraint of government, or any other cause beyond the party's reasonable control.

### **14. Declaration of conflicts of interest**

- 14.1 During the term of this Contract, the Contractor will not, without the prior written consent of the College, either directly or indirectly carry out work which conflicts or may conflict with the College's interests or which interferes with the ability of the Contractor to perform its obligations.

### **15 Dispute resolution**

- 15.1 The parties will try to resolve any dispute between themselves, in good faith.
- 15.2 If resolution has not been reached within fourteen (14) days after a dispute has been notified by a party in writing, either party may give the other written notice requiring the parties to try and resolve the dispute at mediation. The parties will agree on a mediator or, if agreement cannot be reached within seven (7) days after notice has been given, either party may refer the matter to the Resolution Institute, which will appoint a mediator. Unless the parties agree otherwise, the mediation will take place within twenty-one (21) days after a mediator has been appointed at an agreed location or, if the parties cannot agree, at the location determined by the mediator. The costs of the mediation, excluding the parties' own legal and preparation costs, will be shared equally. The mediator will determine the process for mediation.
- 15.3 Subject to the sub-clause above, and except where disclosure is required for the purpose of legal proceedings or is otherwise required by law, the parties agree that the existence of any dispute between them and the information relating to any dispute will remain confidential. This clause does not limit either party's ability to seek urgent interim relief.

### **16. Variation**

Any variation of any of the terms and conditions of this contract will only bind the parties if recorded in writing and signed by both parties.

### **17. Entire agreement**

- 17.1 This contract contains the entire agreement between the parties, and supersedes all prior oral and written representations, understandings, arrangements, or agreements. No variation, waiver, representation, assurance or other agreement will be effective or binding on either party, whether in contract, equity or otherwise, unless it is recorded in writing and signed by both parties.