

## RACGP Terms and Conditions of the Victorian Department of Health's GP Trainee Grant

These Terms and Conditions apply to all applications made to, and any payments made by, The Royal Australian College of General Practitioners Ltd ABN 34 000 223 807 ("**RACGP**", "**we**" or "**us**") for the Victorian Department of Health's GP Trainee Grant Program.

These Terms and Conditions govern the **RACGP** and each person ("**applicant**", "**you**" or "**your**") who applies for a grant under the GP Trainee Grant Program from the RACGP.

Please read these Terms and Conditions carefully as they contain important information.

### 1. Definitions

In these Terms and Conditions:

- a. **AHPRA** means the Australian Health Practitioner Regulation Agency.
- b. **Application** means an application to apply for a Grant.
- c. **Application Form** means the RACGP online application form used to make an Application.
- d. **Border Community** means those Victorian border communities that are approved locations and are set out in Appendix 1 of the Guidelines.
- e. **Business Day** means any weekday that is not gazetted as a public holiday in Victoria, Australia.
- f. **Eligibility Requirements** means the eligibility requirements set out in at clause 4 and as maybe amended by the Guidelines from time to time.
- g. **First Instalment Date** means the relevant date for the First Instalment Payment as set out in the Guidelines.
- h. **First Instalment Payment** means \$10,000 payable to a successful Grant applicant on the First Instalment Date in accordance with the Grant Agreement.
- i. **GP Trainee Grant Program** means the Victorian Department of Health's GP Trainee Grant program.
- j. **Grant** means the maximum total amount of \$40,000 payable to a successful applicant in accordance with these Terms and Conditions.
- k. **Grant Agreement** means your completed Application Form, these Terms and Conditions, the Guidelines and any other item referred to in any of those documents.
- l. **Grant Documentation** has the meaning given to it in clause 10(b).
- m. **Grant Period** means the twenty-four (24) month period in which the First Instalment, the Second Instalment and the Third Instalment of the Grant are distributed in accordance with the Guidelines.
- n. **Guidelines** means the Victorian Department of Health's GP Grants Program guidelines as amended from time to time.
- o. **Instalment Date** means First Instalment Date, the Second Instalment Date and the Third Instalment Date or any of them.
- p. **Notice** has the meaning given to it in clause 19(a).
- q. **Personal Information** has the meaning described in the *Privacy Act 1988* (Cth) as amended from time to time.
- r. **Program Survey** has the meaning given to it in clause 16.
- s. **Qualifying Period** has the meaning given to it in clause 4(c).
- t. **RACGP GP Training Program** means any one of:
  - i. Australian General Practice Training Program;
  - ii. Fellowship Support Program;
  - iii. Independent Pathway;
  - iv. Practice Experience Program – Specialist Stream;

- v. Remote Vocational Training Scheme; or
- vi. Rural Generalist Training Scheme.
- u. **Second Instalment Date** means the relevant date for the Second Instalment Payment as set out in the Guidelines.
- v. **Second Instalment Payment** means \$20,000 payable to a successful Grant applicant on the Second Instalment Date in accordance with the Grant Agreement.
- w. **Second Qualifying Period** has the meaning given to it in clause 4(d).
- x. **Third Instalment Date** means the relevant date for the Third Instalment Payment as set out in the Guidelines.
- y. **Third Instalment Payment** means \$10,000 payable to a successful Grant applicant on the Third Instalment Date in accordance with the Grant Agreement.
- z. **Total Grant** means the total amount of money provided to RACGP by the Victorian Government for purpose of paying Grants.
- aa. **Victorian Government** means the State of Victoria, currently being represented by the Victorian Department of Health for the purposes of the Grant.

## 2. Binding Agreement – our legal relationship with you

- a. Upon submitting your Application Form to the RACGP, you agreed, if your Application was successful, to be bound by these Terms and Conditions, which together with your completed Application Form and the Guidelines comprise the Grant Agreement.
- b. You confirm and agree that upon being notified by us that your Application was successful the Grant Agreement is a legally binding agreement between you and us in relation:
  - (i) to a Grant;
  - (ii) your eligibility to receive a Grant; and
  - (iii) any payment by us to you of the Grant.

## 3. Role of the Victorian Government

You acknowledge and agree that:

- a. The Victorian Government will be financially responsible for the GP Trainee Grant Program and will provide the Grant funds to the RACGP.
- b. Subject to receiving the Grant funds from the Victorian Government, the RACGP will be responsible for the administration of the GP Trainee Grant Program including:
  - (i) assessing and determining your eligibility for the Grant in accordance with the Guidelines;
  - (ii) managing the Grant Agreements; and
  - (iii) distributing the Grant in accordance with this Grant Agreement.
- c. The Victorian Government has the right to amend the Guidelines at any time it deems appropriate.
- d. If for any reason Grant funds are not received by us from the Victorian Government, we are not liable to pay the Grant to you.

## 4. Eligibility requirements

You acknowledge and agree that to be eligible to:

- a. apply for a Grant from the RACGP, at the time of your Application, you must:
  - (i) be undertaking and have started an RACGP GP Training Program in Victoria or a Border Community in 2024 or 2025 and must not be deferred from previous years;
  - or

- (ii) be undertaking and have started an RACGP GP Training Program in Victoria or a Border Community in 2023 and had applied, enrolled and were accepted into that program on or after 27 November 2022;  
and
  - (iii) be an Australian citizen, an Australian permanent resident, a New Zealand Citizen or hold a valid visa with permission to legally work in Australia;  
and
  - (iv) be registered as a medical practitioner with the AHPRA.
- b. receive the First Instalment from the RACGP on the First Instalment Date, you must:
- (i) meet one of the requirements outlined above at 4(a)(i) – (ii);  
and
  - (ii) be an Australian citizen, an Australian permanent resident, a New Zealand Citizen or hold a valid visa with permission to legally work in Australia;  
and
  - (iii) be registered as a medical practitioner with AHPRA.
- c. receive the Second Instalment from the RACGP on the Second Instalment Date, you must:
- (i) meet one of the requirements outlined above at 4(a)(i) – (ii) and have remained enrolled in that RACGP GP Training Program for at least 12 months from the date you started your RACGP GP Training Program (**Qualifying Period**);  
and
  - (ii) be an Australian citizen, an Australian permanent resident, a New Zealand Citizen or hold a valid visa with permission to legally work in Australia during the Qualifying Period;  
and
  - (iii) be registered as a medical practitioner with AHPRA during the Qualifying Period.
- d. receive the Third Instalment from the RACGP on the Third Instalment Date, you must:
- (iv) meet one of the requirements outlined above at 4(a)(i) – (ii) and have remained enrolled in that RACGP GP Training Program for at least 24 months from the date you started your RACGP GP Training Program (**Second Qualifying Period**);  
and
  - (v) be an Australian citizen, an Australian permanent resident, a New Zealand Citizen or hold a valid visa with permission to legally work in Australia during the Second Qualifying Period;  
and
  - (vi) be registered as a medical practitioner with AHPRA during the Second Qualifying Period.

**5. What if you are no longer eligible**

If, during the Grant Period, you:

- a. are involuntarily withdrawn from your RACGP GP Training Program; or
  - b. fail to meet the relevant Eligibility Requirements,
- you will not be eligible for any subsequent instalments of the Grant.

**6. Your obligation to notify us if anything changes**

If during the Grant Period you are unable to meet an Eligibility Requirement for any reason, you must advise us in writing within 14 days of becoming ineligible.

## **7. Our rights to check your eligibility and request further information**

- a. You acknowledge and agree that after submitting your Application Form to us we may:
  - i. undertake all necessary investigations to verify and check the information you have provided to us in your Application Form to confirm you meet the Eligibility Requirements at all relevant times in accordance with the Grant Agreement;
  - ii. contact you if we have any queries about the information you have provided to us in your Application Form to confirm you meet the Eligibility Requirements at all relevant times in accordance with the Grant Agreement; or
  - iii. request further information from you to satisfy us that you meet the Eligibility Requirements at all relevant times in accordance with the Grant Agreement.
- b. If we are not satisfied that you meet the Eligibility Requirements at the relevant times in accordance with the Grant Agreement then, you will not be eligible to receive any Grant payment.

## **8. Over subscription of Grants and prioritisation**

You acknowledge and agree that:

- a. The Victorian Government is responsible for providing the Total Grant Funds to RACGP.
- b. If there is an over subscription and the number of Applications exceed the Total Grant Funds available to RACGP, then the Victorian Government will direct us as to how to prioritise Applications.
- c. The Victorian Government is entitled to make changes to these directions based on changing government priorities at any time.
- d. The decision as to how Applications are to be prioritised is not RACGP's.
- e. If the Grant is oversubscribed, we are not liable to you for any claim, loss or damage in relation to the Grant even if you meet all the Eligible Requirements.

## **9. Notification of successful Application**

If your Application is successful, we will:

- a. advise you in writing;
- b. request your bank account details to enable payment; and
- c. provided we have received your bank account details and are satisfied that your nominated bank account is consistent with other details provided to us in your Application, make Grant payments at the relevant times in accordance with the Grant Agreement.

## **10. False, misleading or fraudulent information**

- a. By submitting the Application Form, you declared that the information provided in your Application Form and any supporting documentation was true, accurate and not misleading about a material fact.
- b. On each Instalment Date, you declare that the information provided in your Application Form, any supporting documentation and any documentation subsequently provided to us in relation to the Grant (**Grant Documentation**) is true, accurate and not misleading about a material fact.
- c. If any information in your Grant Documentation or claims for payment is found to be false, misleading or fraudulent (as determined by us or the Victorian Government in

its discretion), any Grant (or any part of it) paid to you will be repayable on demand and you agree to repay the Grant or any part of it, upon demand under the circumstances outlined in this clause. We, and the Victorian Government, reserve the right to take further action, including but not limited to referring you to the relevant law enforcement agency and issuing recovery proceedings in court. Providing inaccurate, untrue, or misleading information may result in an offence being committed and serious penalties may apply.

#### **11. Use of Grant funds by you**

You may spend your Grant on items or activities that supports your GP training. The Victorian Government recommends you consider allocating amounts to:

- a. Travel expenses for work, professional development, or social activities
- b. Housing or accommodation;
- c. Technology or equipment that supports your practise; or
- d. Exam costs.

#### **12. Taxation**

Pay as you go (PAYG) tax will not be withheld from any Grant paid to you under these Terms and Conditions. It is strongly recommended that you seek independent tax advice for the payment of the Grant and any impact of the payment on your tax liability or any benefits paid under an Australian Government scheme. You may be liable to pay tax on their grant. For more information, please refer to the [Australian Taxation Office website](#).

#### **13. Incorrect details**

It is your obligation to ensure that your bank and all other details provided to us are correct. If you provide incorrect bank or other details, your Grant payments may not be received, and we will be under no obligation to make any repayment.

#### **14. Failure to comply**

If you fail to comply with any of the terms and conditions of the Grant Agreement, you may be required to repay any Grant amount paid to you.

#### **15. Right to audit**

Any Application or claim made in relation to a Grant or Grant Agreement may be subject to audit by the Victorian Government for a period of up to three years following the completion of the Grant Period to determine whether the Application and information provided during the term of the Grant Agreement was compliant. You must retain all relevant records accordingly.

#### **16. Program Surveys and evaluation**

- a. If you have submitted an Application you agree to complete any Victorian Government survey in relation to the GP Trainee Grant Program (**Program Survey**) for a period of up to three years after the date of your Application.
- b. The Program Survey and evaluation will be distributed by us to you using the contact details provided you in your Application (or as you have subsequently notified to us).
- c. Responses collected, including any Personal Information, will be used to produce an aggregated report for the Victorian Government. This information will be treated in accordance with the privacy statement set out in the clause 17.

#### **17. Privacy Statement**

- a. Information you provide to RACGP for the GP Trainee Grant Program, including Personal Information, will be collected by RACGP in its capacity as a program

administrator for the purposes of assessing eligibility, and to administer claims and payments.

- b. By applying for a Grant and submitting an Application, you consent to us:
  - i. sharing information with the Victorian Government for the purpose of GP Trainee Grant Program, the Program Survey and evaluation as outlined in clause 16 of these Terms and Conditions;
  - ii. contacting you to clarify any information you have submitted as part of the GP Trainee Grant Program, and for program review, reporting, monitoring, audit and evaluation purposes;
  - iii. completing a range of eligibility assessments that may include data matching to clarify the accuracy and quality of information supplied by you; and.
  - iv. undertaking data matching on enrolment information and personal information provided by you in your Application, your supporting evidence and any claim or payment forms.
- c. As a program Administrator, we collect demographic information for economic reporting purposes on behalf of the Victorian Government. No Personal Information is used in reporting; all reports are presented with aggregated data.
- d. Any of your Personal Information will be collected, held, managed, used, disclosed or transferred and stored in accordance with the provisions of the Privacy Act 1988 (Cth) and other applicable laws.

#### **18. Complaints/Grievances/Disputes**

Claims, concerns or grievances you may have about the administration of the GP Trainee Grant may be made to the RACGP in accordance with the [RACGP Complaints Policy](#).

#### **19. Notices**

- a. A notice or other communication connected with these Terms and Conditions (**Notice**) must be in writing.
- b. In addition to any other method of service provided by law a Notice may be:
  - i. sent by electronic mail to the electronic mail address of the addressee and to VIC.GPtraineegrant@racgp.org.au; or
  - ii. delivered at the address of the addressee set out in these Terms and Conditions or subsequently notified.
- c. A Notice must be treated as given and received:
  - i. if posted:
    - 1. within Australia to an Australian address, on the second business days after posting; or
    - 2. in any other case, ten Business Days after posting.
  - ii. if sent by electronic mail before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
  - iii. if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

#### **20. Priority of documents**

In the event of any conflict or inconsistency among the following documents, the order of precedence will be:

- a. these Terms and Conditions;
- b. the Guidelines;
- c. the Application Form; and
- d. any other relevant document.

**21. No waiver**

A party failing to do or delaying in doing something it is entitled to do under these Terms and Conditions does not amount to a waiver of any obligation of or breach of obligation by the other party. A waiver by a party is only effective if it is in writing.

**22. Payment**

If a payment or other act is required by these Terms and Conditions to be made or done on a day which is not a Business Day, the payment or act must be done on the next following Business Day

**23. Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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