



DEED OF AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Health

and

«GIVEN_NAME» «MIDDLE_NAME» «FAMILY_NAME»

for

a medical school place under the Australian Government's

Bonded Medical Places Scheme

November 2018

Important Information – Privacy

Your personal information is protected by law, including the *Privacy Act 1988*, and is collected by the Department of Health for the purpose of administering the Bonded Medical Places Scheme. For more information about how the Department will deal with your personal information, consult the BMP Student Information Booklet for 2018, which is available through the BMP web pages: <http://www.health.gov.au/bmpscheme>

THIS DEED OF AGREEMENT (AGREEMENT) is made on
[date to be inserted by the Commonwealth when Agreement is executed by the Commonwealth]

BETWEEN the

COMMONWEALTH OF AUSTRALIA as represented by the Department of Health (“the Commonwealth”) ABN: 83 605 426 759

AND

«**GIVEN_NAME**» «**MIDDLE_NAME**» «**FAMILY_NAME**» (“**You**”, “**Your**”)

BACKGROUND

- A. The Commonwealth is funding 'The Bonded Medical Places Scheme' (the **Scheme**), to provide a number of places at universities in Australia which provide courses in graduate and undergraduate medical education and training, commencing in first year, for the duration of the Medical Course.
- B. The objective of the Scheme is to secure the services of Medical Practitioners in locations that are considered by the Department to be in need of Medical Practitioners, for at least twelve (12) months. The Bonded Medical Places at universities have return of service conditions designed to achieve this objective.
- C. You have applied for a place in a Medical Course at University and You have been offered a Bonded Medical Place under the Scheme. You have received information about the Scheme, the conditions attached to Bonded Medical Places at Universities, and the consequences if You do not comply with the conditions. You acknowledge that You have been advised to seek independent legal advice on the Scheme, the conditions attached to the Bonded Medical Places at Universities and the consequences if You do not comply with the conditions.
- D. One of the conditions of accepting a Bonded Medical Place is that following successful completion of Your Medical Course You must Work in an Eligible Location in Australia for a total of twelve (12) Months. You can do this Work at any time from the date you achieve Provisional Registration as a Medical Practitioner until five years after You attain Fellowship. The eligibility of a location for return of service purposes will depend on Your level of training or qualifications at the time You choose to undertake Your Return of Service Period.
- E. Any withdrawal from the Scheme prior to graduating from Your Medical Course will mean that You also forfeit Your medical school place. Without a medical school place You will no longer be able to participate in the Medical Course that You have enrolled in, or the Scheme, and consequently You may be in breach of this Agreement.

- F. Following assessment of Your application by Your University You have been selected to receive an offer of a Bonded Medical Place at that University.

OPERATIVE PART OF THIS DEED OF AGREEMENT

1. INTERPRETATION OF TERMS USED IN THIS AGREEMENT

1.1 In this Agreement:

Aboriginal Medical Service means any services or organisations which deliver primary health care to Aboriginal and Torres Strait Islander populations and receive their core funding from the Commonwealth;

Administrator means the organisation or agency (if any) which may be responsible for administering this Agreement on behalf of the Department;

Agreement means this Deed of Agreement including all schedules and attachments as amended from time to time;

Bonded Medical Place means the place at University to study the Medical Course that You accept under this Agreement;

Business Day means:

- (a) for receiving a notice under clause 10, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, any day that is not a Saturday or Sunday or a national public holiday;

Census Date has the meaning given under Schedule 1 of the *Higher Education Support Act 2003*;

Commonwealth means the Commonwealth of Australia;

Commonwealth Contribution Amount has the meaning given in the *Higher Education Support Act 2003* for a place in a funding cluster which includes medicine;

Commonwealth Supported Medical Course means a course of study, the successful completion of which would allow Provisional Registration as a Medical Practitioner by an authority of:

- (a) a State or Territory of the Commonwealth; or
- (b) the Commonwealth; and

in which You undertake, or apply to undertake, one or more units of study:

- (c) as a Commonwealth Supported Student; or
- (d) with the intention of being a Commonwealth Supported Student;

Commonwealth Supported Student has the meaning given under section 36-5 of the *Higher Education Support Act 2003*;

Deed of Ratification means the Deed of Ratification referred to in clause 11.4(b);

Department means the Department of Health or such other department or agency which is from time to time responsible for the administration of this Agreement;

Department of Education and Training means the department or agency which is from time to time responsible for the administration of Commonwealth funding of higher education;

Department of Human Services means the department or agency or entity which is from time to time responsible for the administration of Medicare;

Department of Immigration and Border Protection means the department or agency which is from time to time responsible for the administration of Australian citizenship and permanent residency visas;

District of Workforce Shortage at any time is:

- (a) for the purpose of general practice: any geographic area within Australia, other than a location classified as an Inner Metropolitan Area, which the Commonwealth is satisfied has significantly less access than the national average to medical Professional Services provided by General Practitioners; and
- (b) for the purpose of medical specialties other than general practice:
 - (i) any geographic area within Australia, other than a location classified as an Inner Metropolitan Area; and
 - (ii) any Inner Metropolitan area within a Major Cities of Australia area which the Commonwealth is satisfied has significantly less access than the national average to medical Professional Services provided by Specialists practising in Your specialty;
- (c) for the purpose of general practice and other medical specialties, the whole of Australia, if a Professional Service is undertaken in an Aboriginal Medical Service; and
- (d) for the purpose of general practice and other medical specialties, includes any area determined by the Department from time to time as being a District of Workforce Shortage;

Eligible Location means a location in which You are eligible to complete Your Return of Service Period, as determined at the following times:

- (a) following Your completion of Your Medical Course and prior to Your admission to Vocational Training: any geographic area within Australia that is classified under the Modified Monash Model as category 2-7;
- (b) following Your entry to Vocational Training and prior to Your attainment of Fellowship through that program: any District of Workforce Shortage for Your chosen speciality (including general practice), OR any geographic area within Australia that is classified under the Modified Monash Model as category 4-7; and

- (c) following Your attainment of Fellowship: any District of Workforce Shortage for Your speciality (including general practice), OR any geographic area within Australia that is classified under the Modified Monash Model as category 4-7; or
- (d) at any time: any other location the Department may from time to time determine is eligible using any other classification system;

Exceptional Circumstance means a circumstance demonstrably beyond Your control, which was not reasonably foreseeable at the time You entered this Agreement and which prevents You from fulfilling an obligation or obligations under this Agreement, including but not limited to, illness or temporary or permanent incapacity, for which You are able to provide independent substantiated evidence (such as a medical certificate or letter from Your treating Medical Practitioner);

Fellowship means a qualification from a Medical College that has been formally recognised by the Department of Human Services. (A current list of eligible qualifications from Medical Colleges is included for Your information at Attachment A);

Full-Time means employment as a Medical Practitioner for a minimum average of 35 hours per week;

General Practitioner or GP has the meaning given in subsection 3(1) of the *Health Insurance Act 1973*;

General Registration means registration as a Medical Practitioner which may be granted by the Medical Board of Australia to a graduate of a Medical Course who has successfully completed an Internship;

Geographical Classification System or GCS means at any time the Department's system of (including developing criteria for) classifying geographic areas within Australia as:

- (i) Major Cities of Australia;
- (ii) Inner Metropolitan;
- (iii) Outer Metropolitan;
- (iv) Inner Regional Australia;
- (v) Outer Regional Australia;
- (vi) Remote Australia; and
- (vii) Very Remote Australia,

as amended from time to time, and published on the Department's website, or made publicly available by any other means that the Department determines is appropriate. The Geographical Classification System may change over time or be replaced with an alternative system at any time by the Department due to a change in government, a change in policy or for other reasons due to the administration of government or the Scheme. (The relevant Geographical Classification System in use in determining an Eligible Location will be the one in force at the time You make an application to have any Work applied towards Your Return of Service Period);

Interest means interest calculated on a daily compounding basis at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points;

Internship means Your first year of medical training after completing the Medical Course;

Major Cities of Australia means, at any time, an area classified at that time as one of the Major Cities of Australia under the Geographical Classification System;

Medical College means a medical college that has accreditation as a specialist medical college by the Australian Medical Council;

Medical Course means the course of study, for which a place has been provided for You under the Scheme and undertaken through the University, referred to in Item A of the Schedule. The University may, at its own discretion, change the name of the Medical Course during the length of the Medical Course. If this occurs, the parties will consider the Agreement amended to reflect this change in name;

Medical Practitioner means a person registered as a medical practitioner under a law of a State or Territory that provides for the registration of medical practitioners, and who holds either Provisional Registration, General Registration or Vocational Registration;

Minister means the Minister responsible for the administration of the *Health Insurance Act 1973*, or a person authorised in writing by the Minister for the purposes of this Agreement;

Modified Monash Model means the current Geographical Classification System that categorises metropolitan, regional, and remote areas according to both geographical remoteness and town size;

Month means a full calendar month or the period from one date in a month to the previous date in the following month. (For example, 10 March to 9 April);

Professional Service has the meaning given in subsection 3(1) of the *Health Insurance Act 1973*;

Provisional Registration means registration as a Medical Practitioner to enable practitioners to complete a period of supervised practice or Internship to be eligible for General Registration;

Return of Service Period means a period (or periods) equal to twelve (12) Months' Work, for which You have received prior written approval from the Department, in accordance with clause 3.2;

Satisfactory Evidence, for the purposes of substantiating a period of Work in accordance with clause 3.4, means:

(a) if you have an employer –

- (i) a letter on Your employer's letterhead, signed by Your employer that identifies the employer, Your employment location and the dates of the period of Work and which provides a warranty that You worked Full-Time during the relevant period of Work; or

(ii) payslips covering the relevant period of Work that identify Your employer and Your employment location and which demonstrate that You Worked Full-Time during the relevant period of Work; or

(b) if You are self-employed – a statutory declaration signed by You that identifies Your employment location and the dates of the period of Work and which warrants that You Worked Full-Time during the relevant period of Work;

Second Year of Study means:

(a) the second year of the Medical Course curriculum; or

(b) a first repeat of the first year of the Medical Course curriculum;

Specialist has the meaning given in subsection 3(1) of the *Health Insurance Act 1973*;

University means a university in Australia through which You undertake the Medical Course;

Vocational Registration means registration available to a Medical Practitioner who has been assessed by a Medical College as being eligible for Fellowship;

Vocational Training means any training undertaken by You after admission to a vocational program which leads to Fellowship;

Week means a period of seven (7) consecutive days; and

Work means working as a Medical Practitioner but only during the Return of Service Period.

1.2 In this Agreement, unless the contrary intention appears:

(a) words importing a gender include any other gender;

(b) words in the singular include the plural and words in the plural include the singular;

(c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

(d) all references to dollars are to Australian dollars;

(e) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth of Australia as amended or replaced from time to time;

(f) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and

(g) the Schedule and any attachments form part of this Agreement and where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail to the extent of the inconsistency.

2. OBLIGATIONS OF THE COMMONWEALTH TO YOU

- 2.1 Subject to appropriation by the Parliament, the Commonwealth shall pay the University the Commonwealth Contribution Amount each year for Your Bonded Medical Place.

3. YOUR OBLIGATIONS TO THE COMMONWEALTH

- 3.1 You agree:

- (a) to complete the Medical Course; and
- (b) until such time as You have completed Your Return of Service Period to:
 - (i) become a registered Medical Practitioner with General Registration within 10 years of the first Census Date of Your first year of the Medical Course;
 - (ii) commence Vocational Training within 13 years of the first Census Date of Your first year of the Medical Course; and
 - (iii) obtain Fellowship within 16 years of the first Census Date of the first year of Your Medical Course;
- (c) to complete Your Return of Service Period in an Eligible Location:
 - (i) within five (5) years of commencing Your Return of Service Period; or
 - (ii) if You have not completed Your Return of Service Period prior to obtaining Fellowship, then within five (5) years of You obtaining Fellowship;
- (d) subject to clauses 3.2 and 3.3, to Work in an Eligible Location for the Return of Service Period on the following basis:
 - (i) You must Work for a total of twelve (12) Months to complete the Return of Service Period;
 - (ii) You may undertake the twelve (12) Month Return of Service Period in separate periods of no less than twelve (12) consecutive Weeks;
 - (iii) in any period that is applied towards Your Return of Service Period, You must Work Full-Time; and
- (e) subject to clause 3.5, You must not render a Professional Service outside an Eligible Location during any period You will apply towards Your Return of Service Period unless You have applied in writing to the Department for prior approval and the Department has given such approval.

- 3.2 You agree to obtain written approval from the Department prior to commencing any period of Work You wish to apply towards Your Return of Service Period, at least one Month prior to Your proposed Work commencement date. Any work completed without prior written approval will not be counted retrospectively towards Your Return of Service Period.

- 3.3 If You wish to Work any less than Full-Time during Your Return of Service Period You may apply in writing to the Department for prior approval. Any approval to Work any less than Full-Time is at the Department's discretion and may be subject to conditions,

including that You agree the duration of Your Return of Service Period is correspondingly extended.

- 3.4 You agree to provide Satisfactory Evidence of any period of Work You undertake within 30 days of Your completion of that Work so that the period can be applied towards Your Return of Service Period obligation. Any Satisfactory Evidence provided in the absence of prior written approval obtained in accordance with clause 3.2 will not be considered by the Department.
- 3.5 If You commence Work in an Eligible Location that subsequently ceases to be an Eligible Location You are entitled to continue to Work in that location in fulfilment of Your Return of Service Period obligations under this Agreement, provided You Work in consecutive Months and prior written approval for the Work to apply to your Return of Service Period had been provided in accordance with clause 3.2. If You discontinue Work at the location, the eligibility of the location will be subject to the classification of the location at the time You next apply to Work in that location.

DEFERRAL

- 3.6 You may defer Your obligations as required by clauses 3.1(a) and (b) where You have applied in writing to the Department for approval, and the Department has given written approval. Any approval which may be given under this clause 3.6 is at the Department's discretion and may be subject to further conditions.
- 3.7 You agree to provide such information as the Department requires to substantiate any application for deferral under clause 3.6.

YOUR OBLIGATIONS TO NOTIFY THE DEPARTMENT

- 3.8 You agree to notify the Department in writing, including providing information that the Department may require to substantiate such events, of any of the following within 30 days after one or more of the following events occur:
- (a) any change of Your contact details, including Your postal address, email address and telephone number;
 - (b) Your deferral of any part of the Medical Course;
 - (c) Your failure of any part of the Medical Course that requires You to repeat a subject, a semester or a year of the Medical Course;
 - (d) Your discontinuance, failure of, exclusion or suspension from the Medical Course;
 - (e) Your Provisional Registration as a Medical Practitioner;
 - (f) Your General Registration as a Medical Practitioner;
 - (g) commencement of Your Vocational Training;
 - (h) the date You obtain Fellowship; and
 - (i) any other changes in Your circumstances that may affect this Agreement.
- 3.9 You agree to notify the Department and Your University promptly in writing if You wish to withdraw from Your Bonded Medical Place in the Medical Course.

- 3.10 You agree to provide the Department with such information as the Department may request relating to Your accountability to the Commonwealth under this Agreement. You also agree to complete any surveys in relation to Your participation in the Scheme when requested.
- 3.11 You must not assign, in whole or part, Your rights or obligations under this Agreement.
- 3.12 You acknowledge that You are liable to make a contribution for the Medical Course under the Higher Education Loan Program (HELP) and are required to meet the cost of all other expenses associated with the Medical Course.
- 3.13 Failure to perform any requirement under this clause will be a breach of this Agreement, unless the Department otherwise determines.

4. BREACH OF THIS AGREEMENT

4.1 If You:

- (a) discontinue or withdraw from the Medical Course and consequently the Scheme, after the first Census Date of Your Second Year of Study of the Medical Course;
- (b) are excluded, suspended or terminated from the Medical Course by the University at any time after the first Census Date of Your Second Year of Study in the Medical Course;
- (c) have not completed your Return of Service Period and do not become a registered Medical Practitioner with General Registration within 10 years of the first Census Date of the first year of the Medical Course, excluding any period of deferral under clause 3.6;
- (d) have not completed your Return of Service period and do not commence training in a Vocational Training program within 13 years of the first Census date of Your first year of the Medical Course, excluding any period of deferral under clause 3.6;
- (e) have not completed your Return of Service period and do not obtain a Fellowship within 16 years of the first Census Date of the first year of the Medical Course, excluding any period of deferral under clause 3.6;
- (f) fail to complete Your Return of Service Period in an Eligible Location in accordance with clause 3.1(c) and (d);
- (g) render a Professional Service outside an Eligible Location during Your Return of Service Period as prohibited by clause 3.1(e); or
- (h) have not, at the time of executing this Agreement, attained the age of 18 years and You fail to notify the Department within 30 days of Your attaining that age, or You fail to sign and return a duly executed Deed of Ratification as required by clause 11.4(b), in terms satisfactory to the Department,

then You will have breached this Agreement and, unless the Department otherwise determines, clause 5 will apply.

- 4.2 If You commit a breach of any provision other than clause 4 of this Agreement then clause 5 will not apply.

- 4.3 Apart from recovery under clause 5, the Department will not seek damages in respect of any breach of this Agreement by You.
- 4.4 If You breach this Agreement under clause 4.1 the Department may, in its absolute discretion, immediately terminate this Agreement by written notice to You.
- 4.5 If the Department terminates this Agreement under clause 4.4, then clause 5 and any other provision in this Agreement which enables the Department to recover money from You for a breach under clause 4.1 will survive that termination.

5. RECOVERY OF COURSE FUNDING AMOUNT

- 5.1 You will not have to repay any of the amounts the Commonwealth has paid the University for Your Bonded Medical Place if You fulfil Your obligations under clause 3.1.
- 5.2 You will not have to repay any of the amounts the Commonwealth has paid the University for Your Bonded Medical Place if You discontinue or withdraw or are suspended or excluded from the Medical Course, and consequently the Scheme, before the first Census Date of Your Second Year of Study in the Medical Course.
- 5.3 You will not have to repay any of the amounts the Commonwealth has paid the University for Your Bonded Medical Place if You discontinue or withdraw from the Medical Course, and consequently the Scheme, after the first Census Date of Your Second Year of Study in the Medical Course due to illness or injury with supporting evidentiary documentation from a Medical Practitioner.
- 5.4 You will not have to repay any of the amounts the Commonwealth has paid the University for Your Bonded Medical Place if You are excluded from the Medical Course, and consequently the Scheme, after the first Census Date of Your Second Year of Study in the Medical Course with no qualifications or with a qualification different from that specified in Item A of the Schedule, provided You sign a separate deed in favour of the Commonwealth in which You agree that You will not study in a Commonwealth Supported Medical Course within five years of the date of the separate deed. If You study in a Commonwealth Supported Medical Course within five (5) years of the date of the separate deed You will be required to repay the amounts the Commonwealth had paid to the University for Your place in the Scheme plus Interest as a debt due to the Commonwealth.
- 5.5 You will not have to repay any of the amounts the Commonwealth has paid the University for Your Bonded Medical Place if You discontinue or withdraw from the Medical Course after the first Census Date of Your Second Year of Study in the Medical Course with no qualifications or with a qualification different from that specified in Item A of the Schedule, provided You sign a separate deed in favour of the Commonwealth in which You agree that You will not study medicine in a Commonwealth Supported Medical Course within five years of the date of the separate deed. If You study in a Commonwealth Supported Medical Course within five (5) years of the date of the separate deed You will be required to repay the amounts the Commonwealth had paid to the University for Your place in the Scheme plus Interest as a debt due to the Commonwealth.

- 5.6 If You breach the Agreement after completion of Your Medical Course but prior to having completed Your Return of Service Period then You will be required to repay the amounts the Commonwealth has paid the University for Your Bonded Medical Place plus Interest as a debt due to the Commonwealth.
- 5.7 If You breach the Agreement as set out in clause 4.1, then subject to:
- (a) clauses 5.1 to 5.6 inclusive; and
 - (b) the exercise of any Departmental discretion in accordance with clause 5.9,
- the Commonwealth may claim from You as a debt the amount calculated in accordance with clause 5.8.
- 5.8 The amount referred to in clause 5.4, 5.5, 5.6, and 5.7 (before Interest is applied) is calculated as follows:
- Amount to be repaid = $(A/B) \times C$
- Where:
- A = number of Months of Your Return of Service Period that You have not Worked as a Medical Practitioner in an Eligible Location at the date of the breach;
- B = 12;
- C = the total repayment figure, which is the Commonwealth Contribution Amount for Your Bonded Medical Place for each year, or part year, that You held a Bonded Medical Place prior to Your breach under clause 4.1.
- 5.9 The Department may reduce the amount You would otherwise owe the Commonwealth under clause 5.8 to such amount as the Department determines. The parties acknowledge and agree that any determination by the Department may be subject to further conditions.
- 5.10 The amount to be repaid referred to in clauses 5.4, 5.5, 5.6, and 5.7 becomes due for payment from the day that the Department notifies You that You breached this Agreement. In addition, Interest will also be applied three (3) Months from the date of the breach, and will be compounded on a daily basis on the outstanding amount until it is paid in full.

6. EXCEPTIONAL CIRCUMSTANCES

- 6.1 If You are unable to comply with any of Your obligations under this Agreement, the Department may consider any Exceptional Circumstance that may exist in Your particular case, such as Your temporary or permanent incapacity or illness. You will be required to provide independent substantiated evidence to support Your Exceptional Circumstance claim. Assessment of Your temporary or permanent incapacity or illness may require a medical assessment by a Medical Practitioner selected by the Department. Exceptional Circumstances will be considered by the Department on a case by case basis and the parties acknowledge and agree that the Department's decision is final and may be subject to further conditions.

7. AGREEMENT AND AUTHORITY TO RELEASE INFORMATION

7.1 You agree that the Department may supply and exchange information (including personal information such as email, phone and address details) about You to and receive information about You from:

- (a) the Department of Human Services;
- (b) any university;
- (c) the Department of Education and Training;
- (d) the Australian Health Practitioner Regulation Agency, the Medical Board of Australia or Medical Colleges listed in Attachment A to this Agreement;
- (e) a Medical Practitioner selected by the Department under clause 6.1;
- (f) the Department of Immigration and Border Protection;
- (g) Rural Workforce Agencies;
- (h) next of kin or other family members or persons as notified by You from time to time; or
- (i) any Administrator appointed to administer or manage this Agreement on behalf of the Department

to enable the Department to monitor compliance by You with the provisions of this Agreement and to assess any application you make in respect of this Agreement, and You authorise the bodies referred to in clauses 7.1 (a) to (i) to release and exchange such information as may be requested by the Department for these purposes.

7.2 You agree the Department may supply a copy of this Agreement to Your University.

8. EXPIRY OF THIS AGREEMENT

8.1 Unless terminated earlier in accordance with clause 4.4, this Agreement will expire when both parties have fulfilled their obligations under the Agreement, including Your completion of Your Return of Service Period.

9. GENERAL PROVISIONS

9.1 The laws in force in the Australian Capital Territory apply to this Agreement and You and the Commonwealth submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

9.2 No variation of this Agreement is binding unless it is agreed in writing by both the Commonwealth and You.

9.3 If either the Commonwealth or You do not exercise (or delay in exercising) any right, that failure or delay does not operate as a waiver of any right contained in this Agreement or at law.

9.4 Any reading down or severance of a particular provision does not affect the other provisions of this Agreement.

10. NOTICES

- 10.1 Any notice or other communication required to be given under this Agreement must be in writing and may be:
- (a) delivered by hand to the physical address of the recipient and is deemed to be given upon delivery;
 - (b) sent by pre-paid ordinary post within Australia to the postal address of the recipient and is deemed to be given upon the expiration of three (3) Business Days after the date on which it was sent;
 - (c) sent by facsimile message to the facsimile address of the recipient and is deemed to be given upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient; or
 - (d) sent by e-mail to the e-mail address of the recipient and is deemed to be given when the e-mail enters an information system accessible to the recipient.
- 10.2 In clause 10 reference to any kind of address means the address of the recipient stated in Item B of the Schedule or the address as updated by You under clause 3.8 of this Agreement.

11. ACKNOWLEDGMENT AND AGREEMENT BY YOU

- 11.1 You acknowledge and agree that:
- (a) the Department may amend from time to time the Geographical Classification System, including the criteria for, and system of, classifying geographic areas within Australia; or
 - (b) geographic areas classified according to the Geographical Classification System as a District of Workforce Shortage or under the Modified Monash Model may be reclassified from time to time. Following reclassification, the classification of a geographic area may be different from the previous classification of the area as a District of Workforce Shortage or under the Modified Monash Model; or
 - (c) both 11.1(a) and 11.1(b) may occur; and
 - (d) the Department may change or replace District of Workforce Shortage, Eligible Location, Modified Monash Model or the Geographical Classification System due to a change in government, change in policy or for other reason due to the administration of government or the Scheme, and that You will abide by the requirements of any alternative or varied District of Workforce Shortage, Eligible Location, Modified Monash Model or the Geographical Classification System.
- 11.2 You may contact the Department or visit the Department's website to obtain information about the current Geographical Classification System.
- 11.3 You acknowledge that You are either an Australian citizen or the holder of an Australian permanent residency visa within the meaning of subsection 30(1) of the *Migration Act 1958* or that You were a New Zealand Special Category Visa holder on or

before 26 February 2001 and You agree to provide the Department with satisfactory evidence of this.

11.4 You acknowledge that You are:

- (a) over 18 years of age and You agree to provide the Department with satisfactory proof of Your age; or
- (b) not, at the time of executing this Agreement, over 18 years of age and that, on attaining 18 years of age, You will:
 - (i) within 30 days of Your 18th birthday, notify the Department that You have attained 18 years of age; and
 - (ii) duly execute and return to the Department the Deed of Ratification supplied to You by the Department within 30 days of receipt of the Deed of Ratification. By executing the Deed of Ratification You will unconditionally ratify and adopt in writing, with Your signature, the promises You have made under this Agreement.

11.5 The Commonwealth does not accept responsibility to pay You for any taxes, duties or government charges, except stamp duty (if any) levied in Australia as a direct result of registering this Agreement.

11.6 You acknowledge that this Agreement constitutes the entire agreement between You and the Commonwealth about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

11.7 You agree that the Commonwealth enters into this Agreement with You in reliance upon the acknowledgments contained in clauses 11.1, 11.2, 11.3, 11.4, 11.5, and 11.6.

Sample BMP Deed of Agreement 2019

SCHEDULE

Item A: Medical Course

«Course_Name», «University»

Item B: Addresses for purpose of receiving notices

The address of the Department is:

**Bonded Medical Places Scheme
Department of Health
MDP 610
GPO Box 9848
CANBERRA ACT 2601**

or such other address as the Department may notify to You.

Contact Details:

Email: BMPScheme@health.gov.au
Phone: BMP Hotline - 1800 987 104
Mon-Fri (8.30am-5pm)
Facsimile: (02) 6289 8600
Website: www.health.gov.au/bmpscheme

Your postal address is:

.....
.....

Your residential address is: (if different to postal address)

.....
.....
.....

Phone number:..... Mobile number:.....

Your e-mail address:.....

Facsimile:.....

or such other address as You may notify to the Commonwealth.

Executed as a Deed

SIGNED SEALED AND DELIVERED for and on behalf of the
COMMONWEALTH OF AUSTRALIA

by the Director, Workforce Grants Section
in the Department of Health

.....
(Printed Name of Director)

.....
(Signature)

in the presence of:

.....
(Printed Name of Witness)

.....
(Signature)

SIGNED SEALED AND DELIVERED by

«GIVEN_NAME» «MIDDLE_NAME» «FAMILY_NAME»

.....
(Signature)

in the presence of:

.....
(Printed Name of Witness)

.....
(Signature)

Sample BMP Deed of Agreement 2019

**Attachment A List of current Medical Colleges and qualifications
(at 31 October 2017)**

Medical College	Specialty	Qualification
The Royal Australasian College of Physicians, Australasian Chapter of Addiction Medicine	Addiction Medicine	Fellowship of the Australasian Chapter of Addiction Medicine, Royal Australasian College of Physicians (FACHAM)
Australian and New Zealand College of Anaesthetists	Anaesthesia	Fellowship of the Australian and New Zealand College of Anaesthetists (FANZCA)
The Australasian College of Dermatologists	Dermatology	Fellowship of the Australasian College of Dermatologists (FACD)
Australasian College for Emergency Medicine	Emergency Medicine	Fellowship of the Australasian College for Emergency Medicine (FACEM)
Australian College of Rural and Remote Medicine	General Practice	Fellowship of the Australian College of Rural and Remote Medicine (FACRRM)
The Royal Australian College of General Practitioners	General Practice	Fellowship of The Royal Australian College of General Practitioners (FRACGP)
College of Intensive Care Medicine of Australia and New Zealand	Intensive Care Medicine Paediatric Intensive Care Medicine	Fellowship of the College of Intensive Care Medicine of Australia and New Zealand (FCICM)
Australian and New Zealand College of Anaesthetists / Royal Australasian College of Physicians, Joint Faculty of Intensive Care Medicine	Intensive Care Medicine	Fellowship of the Joint Faculty of Intensive Care Medicine, Royal Australasian College of Physicians and Australian and New Zealand College of Anaesthetists
Royal Australasian College of Medical Administrators	Medical Administration	Fellowship of the Royal Australasian College of Medical Administrators (FRACMA)
The Royal Australian and New Zealand College of Obstetricians and Gynaecologists	Obstetrics and Gynaecology Gynaecological Oncology Maternal-fetal Medicine Obstetrics and Gynaecological Ultrasound Reproductive Endocrinology and Infertility Urogynaecology	Fellowship of the Royal Australian and New Zealand College of Obstetricians and Gynaecologists (FRANZCOG)

The Royal Australasian College of Physicians, Australasian Faculty of Occupational and Environmental Medicine	Occupational and Environmental Medicine	Fellowship of the Australasian Faculty of Occupational and Environmental Medicine (FAFOEM)
The Royal Australian and New Zealand College of Ophthalmologists	Ophthalmology	Fellowship of the Royal Australian and New Zealand College of Ophthalmologists (FRANZCO)
The Royal Australasian College of Dental Surgeons (OMS)	Oral and Maxillofacial Surgery	Fellowship of the Royal Australasian College of Dental Surgeons (Oral Maxillofacial Surgery) (FRACDS (OMS))
The Royal Australasian College of Physicians, Paediatric and Child Health Division	Paediatrics and Child Health Clinical Genetics Community Child Health General Paediatrics Neonatal and Perinatal Medicine Paediatric Cardiology Paediatric Clinical Pharmacology Paediatric Emergency Medicine Paediatric Endocrinology Paediatric Gastroenterology and Hepatology Paediatric Haematology Paediatric Immunology and Allergy Paediatric Infectious Diseases Paediatric Intensive Care Medicine Paediatric Medical Oncology Paediatric Nephrology Paediatric Neurology Paediatric Nuclear Medicine Paediatric Palliative Medicine Paediatric Rehabilitation Medicine Paediatric Respiratory and Sleep Medicine Paediatric Rheumatology	Fellowship of the Royal Australasian College of Physicians (FRACP)
Australian and New Zealand College of Anaesthetists, Faculty of Pain Medicine	Pain Medicine	Fellowship of the Faculty of Pain Medicine, Australian and New Zealand College of Anaesthetists (FFPMANZCA)

The Royal Australasian College of Physicians, Australasian Chapter of Palliative Medicine	Palliative Medicine	Fellowship of the Australasian Chapter of Palliative Medicine, Royal Australasian College of Physicians(FACHPM) and/or Fellowship of the Royal Australasian College of Physicians
The Royal College of Pathologists of Australasia	Pathology Anatomical Pathology (including Cytopathology) Chemical Pathology Forensic Pathology General Pathology Haematology Immunology Microbiology	Fellowship of the Royal College of Pathologists of Australasia (FRCPA)
The Royal Australasian College of Physicians, Adult Medicine Division	Physician Cardiology Clinical Genetics Clinical Pharmacology Endocrinology Gastroenterology and Hepatology General Medicine Geriatric Medicine Haematology Immunology and Allergy Infectious Diseases Medical Oncology Nephrology Neurology Nuclear Medicine Respiratory and Sleep Medicine Rheumatology	Fellowship of the Royal Australasian College of Physicians (FRACP)
The Royal Australian and New Zealand College of Psychiatrists	Psychiatry	Fellowship of the Royal Australian and New Zealand College of Psychiatrists (FRANZCP)
The Royal Australasian College of Physicians, Australasian Faculty of Public Health Medicine	Public Health Medicine	Fellowship of the Australasian Faculty of Public Health Medicine (FAFPHM)
The Royal Australian and New Zealand College of Radiologists	Radiation Oncology Diagnostic Radiology Diagnostic Ultrasound Nuclear Medicine	Fellowship of the Royal Australian and New Zealand College of Radiologists (FRANZCR)
The Royal Australasian College of Physicians, Australasian Faculty of Rehabilitation Medicine	Rehabilitation Medicine	Fellowship of the Australasian Faculty of Rehabilitation Medicine (FAFRM)

The Royal Australasian College of Physicians, Australasian Chapter of Sexual Health Medicine	Sexual Health Medicine	Fellowship of the Australasian Chapter of Sexual Health Medicine, Royal Australasian College of Physicians (FACHSHM)
Australasian College of Sports and Exercise Physicians	Sport and Exercise Medicine	Fellowship of the Australasian College of Sports Physicians (FACSEP)
Royal Australasian College of Surgeons	Surgery Cardio-thoracic Surgery General Surgery Neurosurgery Orthopaedic Surgery Otolaryngology - Head and Neck Surgery Paediatric Surgery Plastic Surgery Urology Vascular Surgery	Fellowship of the Royal Australasian College of Surgeons (FRACS)

Sample BMP Deed of Agreement 2019