



## Service Agreement Between TogetherUp & Occupational Therapy Practitioner (Supervisee)

### Schedule

TogetherUp Representative	Natalie Tanner-Black
Commencement Date is	
Services means	<p>Provision of Practice Supervision Services for internationally qualified Occupational Therapist migrating to Australia</p> <p>These primary supervision services encompass:</p> <ul style="list-style-type: none"><li>a) Fourteen 60-minute supervision sessions</li><li>b) Guiding the Practitioner in documenting their learning objectives and learning activities in connection with their implementation plan, assisting them in identifying areas for development throughout the supervised practice period.</li><li>c) Supporting the Practitioner in the development of core competencies across Professionalism, Knowledge and Learning, Occupational Therapy Process and Practice, and Communication.</li><li>d) Directing the Practitioner to pertinent resources for competence development.</li><li>f) Reviewing intervention plans and documentation and providing both written and verbal feedback</li><li>g) Observing the Practitioner in the provision of occupational therapy services.</li><li>h) Providing feedback through regular supervision sessions.</li><li>i) Approving all sections of the midway and final reports, once the practitioner is deemed 'competent'</li><li>j) Delegating supervision tasks as required.</li><li>k) Communicating in writing with the Practitioner's employer concerning their roles and responsibilities for the Practitioner's attainment of full Australian Health Practitioner Agency registration.</li></ul>
Session Information	14 hours of supervision plus additional meetings to assist with the application process



**THIS SERVICE AGREEMENT IS BETWEEN:**

By signing below, I acknowledge that I have read and understood the terms and conditions of this Service Agreement, and I agree to be legally bound by those terms and conditions.

**First Party:**

**Natalie Margaret Tanner-Black**, Occupational Therapist (OCC0001753831) t/as **TogetherUp** [ABN 91 123 470 828] ("TogetherUp"/ "Service Provider");

Signature:

A handwritten signature in black ink, appearing to read "Natalie", written over a horizontal line.

**Date:**

**Second Party:**

Your name: \_\_\_\_\_, Practitioner Occupational Therapist t/as [Insert trade name] [Insert ABN] ("Practitioner");

**Your Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



## **1. WHY DO WE HAVE THIS AGREEMENT?**

1.1. TogetherUp is in the service of providing primary supervision to practising occupational therapists and is hired by The Organisation to supervise the Practitioner Occupational Therapist. TogetherUp and Practitioner Occupational Therapists (“Parties”) have this agreement to formalise the Occupational Therapy Practice Services (“Services”) as per the terms and conditions of this Agreement. This Agreement commences on the date mentioned in the Schedule and terminates in accordance with the termination clause.

## **2. THE SERVICES TOGETHERUP WILL PROVIDE**

2.1. TogetherUp must perform the Services:

- 2.1.1. in accordance with the Schedule, and requirements of the Practitioner Occupational Therapist;
- 2.1.2. by allocating appropriate resources, including time, to provide the agreed supervision services as per the Schedule.
- 2.1.3. in accordance with the Session Details as outlined in the Schedule;
- 2.1.4. in a professional manner, in accordance with generally accepted industry practice, and to a standard acceptable by the majority of practising Occupational Therapist;
- 2.1.5. by maintaining accurate records of the supervision sessions, including progress notes, action plans, and any relevant documentation necessary for the OTC accreditation process;
- 2.1.6. in compliance with all relevant legislation, regulations and industry standards and guidelines; and
- 2.1.7. by providing at least 24 hours' notice for any changes or cancellations in the time/date of the supervision sessions when feasible;
- 2.1.8. by clearly communicating the roles and responsibilities of all Parties involved.
- 2.1.9. by providing The Practitioner with at least 2 weeks' advance notice should the supervision sessions need to be extended beyond the sessions mentioned in the Schedule.



### 3. VARIATIONS AND ADDITIONAL SERVICES

- 3.1. After the Commencement Date, if Parties require any changes to the Services, or to add additional services, Parties must notify TogetherUp as soon as possible, and TogetherUp may provide the other Parties with an amended Schedule, or terminate this Agreement at its own discretion.
- 3.2. TogetherUp will notify The parties as soon as possible if TogetherUp needs to vary the Services or this Agreement in any way.

### 4. PRACTITIONER OBLIGATIONS

#### 4.1. The Practitioner must:

- 4.1.1. provide the necessary access, information, and resources required for TogetherUp to conduct the supervision services;
- 4.1.2. exercise due care, skill, and diligence in following the instructions/feedback of TogetherUp and its authorised representative;
- 4.1.3. ensure that all individuals involved in the supervised activities comply with the instructions and guidelines provided by TogetherUp;
- 4.1.4. promptly notify TogetherUp of any changes, issues, or concerns related to the supervision services;
- 4.1.5. provide 24 hours' notice for any changes or cancellations in the time/date of the supervision sessions;
- 4.1.6. complete the tasks as agreed upon between supervision sessions;
- 4.1.7. seek written consent from clients when the supervision sessions will be observed by the Service Provider;
- 4.1.8. complete the implementation plan and manage the implementation plan timelines and due dates;
- 4.1.9. keep TogetherUp informed of their progress toward the core competencies.



#### **4.2. Scheduling Supervision Sessions:**

4.2.1. Practitioner to schedule their supervision session using their supervisor's calendar link.

4.2.2. Practitioners provide their supervisor with at least 2 weeks' notice when booking.

4.2.3. If no suitable time is available in the supervisor's calendar, the practitioner is to email their supervisor directly with suggested times and dates after checking the calendar link.

#### **4.3. Changing Supervision Sessions**

4.3.1 In the event the practitioner needs to change the supervision session, then email your supervisor an explanation for wanting to change the time/date of the supervision session.

4.3.2. Any change of time/date of the supervision session must be requested at least 4 days before the original booking.

4.3.3. Changes to supervision bookings can only be made under extenuating circumstances, such as: the client's availability has changed, and the supervisor is due to observe your session or the practitioner is unwell and needs to postpone the supervision time/date.

4.3.4. If a client cancels a session at short notice (when the session is an observation session), arrange for the session to be a supervision discussion instead of an observation session.



**4.4. Canceling Supervision Sessions:**

4.4.1. If you need to cancel a supervision session due to illness, the practitioner must provide their supervisor with an alternative supervision date/time and an expected return-to-work date.

4.4.2. Supervision sessions should only be canceled due to illness

4.4.3 Practitioner must provide at least 24 hours' notice for a canceled supervision session.

4.4.4. If a practitioner does not attend a supervision session, the employer will incur a fee for the cost of the supervision session

4.4.5. Failure to attend a minimum number of supervision sessions may affect the finalization or approval of your AHPRA approved supervised practice program.

Your signature below indicates adherence to the practitioner obligations listed and highlighted in yellow above. Specifically, you understand that as the practitioner, your employer will incur a fee for any supervision session missed or canceled with less than 24 hours' notice

**5. CONFIDENTIAL INFORMATION**

- 5.1. The Parties acknowledge and agree that during the performance of the Services, Parties will have access to very Confidential Information.
- 5.2. Parties agree that they will keep confidential and secure all Confidential Information.
- 5.3. The Parties must not disclose or permit any person or third-party access to any Confidential Information. This includes any Intellectual Property such as tools and other resources provided by TogetherUp.
- 5.4. The Parties must notify the disclosing Party immediately upon becoming aware of any unauthorised use, disclosure, copying or loss of any or all of the Confidential Information.



## 6. THE AUSTRALIAN CONSUMER LAW

- 6.1. The TogetherUp Services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with a Service, Parties are entitled to: cancel this service Agreement with TogetherUp and to a refund of the unused portion, or to compensation for its reduced value.
- 6.2. Parties are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

## 7. INTELLECTUAL PROPERTY

- 7.1. TogetherUp grants the Parties access to certain intellectual property including but not limited to tools and resources for the sole purpose of facilitating the services outlined in this agreement. The Parties agree not to use the provided intellectual property for personal gain or any commercial purposes beyond the scope of this agreement.
- 7.2. During the term of this agreement, any intellectual property, encompassing inventions, designs, or creations, conceived or developed by any party in the process of providing services, shall be automatically and exclusively assigned to TogetherUp so that TogetherUp will own all Intellectual Property Rights. The Parties commit to promptly execute any necessary documentation to formalise this automatic assignment. Notwithstanding any delay or failure to do so, the automatic assignment of such intellectual property remains in effect.
- 7.3. This provision covers intellectual property arising from individual or collaborative efforts, whether relating to existing or modified intellectual property. It solidifies TogetherUp's absolute ownership and control over all intellectual property resulting from the collaborative endeavours of the involved parties in delivering services under this agreement.
- 7.4. Violation of this clause may result in legal action, and TogetherUp reserves the right to seek remedies for any unauthorized use or claims on the intellectual property.



## 8. LIMITED LIABILITY AND INDEMNITY

- 8.1. To the extent permitted by law, TogetherUp's liability is limited, at its option to:
  - 8.1.1. the replacement of the services or the supply of equivalent services;
- 8.2. Parties agree and acknowledge that TogetherUp is not liable for any Loss or Damage which may result from the Services.
- 8.3. The Parties acknowledge, agree and undertake to indemnify TogetherUp and keep TogetherUp at all times fully indemnified from and against any Claims whatsoever arising directly or indirectly as a result of any breach by Parties of this Agreement, any conduct by Parties in using TogetherUp Services, and any third-party claims.

## 9. TERMINATION

- 9.1. The Parties may terminate this Agreement for any reason provided they give each other 28 days prior written notice of termination.
- 9.2. Upon termination, Parties must immediately return all Information including any Confidential Information and Intellectual Property to the owner. Parties must also log out of any social media accounts, websites and other online tools, clearing all usernames and passwords. Clauses 7-14 survive termination of this Agreement.

## 10. IF THERE IS A DISPUTE

- 10.1. If a dispute arises, the Parties acknowledge and agree that confidentiality is paramount to TogetherUp's reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites.
- 10.2. In the event of any dispute that cannot be resolved, the Parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.





## **11. RELATIONSHIP OF THE PARTIES**

- 11.1. The relationship of the parties under this Agreement is that of a principal and independent contractor. This Agreement does not create a relationship of partner, joint venturer, employee, or agent between any of the Parties.
- 11.2. No act or omission of either party will bind the other party except as expressly set out in this Agreement. Parties are not responsible for withholding or remitting any payment such as income tax or superannuation in respect of any Party or its Representatives.

## **12. FORCE MAJEURE**

- 12.1. Where there is a Force Majeure Event, TogetherUp will not be considered in breach of this Agreement, to the extent that our obligations are unable to be performed by such an event. TogetherUp will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.
- 12.2. TogetherUp will notify other Parties of the Force Majeure Event, and will endeavour to perform its obligations so far as is reasonably practicable provided there is no additional cost in doing so, and will take reasonable steps to mitigate the effect of any Force Majeure Event.
- 12.3. This Agreement shall be extended to the time equal to the time that this Agreement has been interrupted. This clause does not excuse the Fees/payment of any monies due under this Agreement.

## **13. THE GOVERNING LAW AND OTHER MATTERS**

This Agreement completely states the Agreement of the parties as to its subject matter. It supersedes, and its terms govern all previous communications, representations, inducements, undertakings, agreements and arrangements between all Parties in respect of its subject matter. This Agreement may not be modified or amended except in writing signed by both parties. If any Services have been provided by us before the date of signing of this Agreement, the parties agree that this Agreement applies retrospectively. This Agreement must not be transferred or assigned without the prior written consent of the other party. This Agreement is governed by the laws from time to time in force in the state of NSW, Australia. Both parties agree to



unconditionally submit to the non-exclusive jurisdictional dispute concerning this Agreement.

**DEFINITIONS:**

“Agreement” means these terms and conditions and the Schedule and any Brief.

“Claims” means any claims, demands, costs or awards, whether in tort, contract or negligence.

“Confidential Information” means any information in any form that is about the relevant party’s business structure, methods, procedures, financial information, sales, marketing or promotional information, any personal information as defined under the *Privacy Act 1988* (Cth) and any information any party lets another party know is confidential, or is marked as confidential, and includes any Brief; however, it does not include information already in the public domain, or that is required to be disclosed by law.

“Facilities” are the facilities provided for you to perform the Services, including, but not limited to any access cards, keys.

“Intellectual Property Rights” means all trademark, copyright, design rights, patents, trade secrets, confidential information and all other intellectual property rights whether registered or unregistered.

“Loss or Damage” means any direct, indirect, consequential or incidental loss or damage, including but not limited to any loss, personal injury, death, negligence, loss of profits, revenue, salary, business interruption, property damage, loss of enjoyment, virus or damage to your systems, or reliance on this Agreement.

“Representatives” means any directors, officers, employees, independent contractors, agents, consultants, advisors, and other representatives.