

# MEMORANDUM OF UNDERSTANDING

BETWEEN

AUSTRALASIAN COLLEGE OF HEALTH  
SERVICE MANAGEMENT

AND

NEW ZEALAND INSTITUTE OF HEALTH  
MANAGEMENT

## Memorandum of Understanding

**PARTIES:** Australasian College of Health Service Management (ACHSM) ACN 008 390 734 of 230 Victoria St, Gladesville, New South Wales, Australia ("**ACHSM**")

and

New Zealand Institute of Health Management Inc (NZIHM) **Organisation Number** 215937 of Building 13, Level 4, Greenlane Clinical Centre, Greenlane (West), Auckland 1051 ("**The Institute**").

### DATE: BACKGROUND

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- A. The College is a company limited by guarantee incorporated under the *Corporations Act 2001* (Cth).
- B. The Institute is an incorporated society under the *Incorporated Societies Act 1908* (NZ).
- C. The parties entered an open ended Memorandum of Understanding in 2010 which set out the agreement of the parties for the Institute to become a Branch of the ACHSM. The parties acted in accordance with this MOU over the past 6 years.
- D. The purpose of the following Memorandum of Understanding is to provide an update on the original MOU and set out the agreed process for NZIHM continuing as a branch of ACHSM and the associated rights and obligations of the parties.

### 1. DEFINITIONS AND INTERPRETATION

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#### 1.1 Definitions

- (a) **ACHSM Database** means the information management database system used by ACHSM to record information relating to its members;
- (b) **Constitution** means the constitution of ACHSM;
- (c) **Board** has the same meaning as that provided in the Constitution;
- (d) **Branch** has the same meaning as that provided in the Constitution;
- (e) **Chief Executive Officer** has the same meaning as that provided in the Constitution;
- (f) **Corporate Office** means the premises at Gladesville, Sydney, Australia (and any replacement premises) which are used by ACHSM for administering its roles and responsibilities in respect of its activities and its members;
- (g) **Director** has the same meaning as that provided in the Constitution;
- (h) **Institute Branch** means the Institute in the context of an admitted Branch of ACHSM in accordance with the Constitution;
- (i) **MOU** means this Memorandum of Understanding; and
- U) **Regulations** has the same meaning as that provided in the Constitution.

## 1.2 Rules for interpreting this document

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply;
- (b) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (iv) anything (including a right, obligation or concept) includes each part of it;
- (c) A singular word includes the plural, and vice versa;
- (d) A word which suggests one gender includes the other genders;
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (g) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets;
- (h) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing;
- (i) The expression **this document** includes the agreement, arrangement, understanding or transaction recorded in this document; and
- U) If the day on or by which a person must do something under this document is not a working day:
  - (i) if the act involves a payment that is due on demand, the person must do it on or by the next working day; and
  - (ii) in any other case, the person must do it on or by the previous working day.

## **2. GOVERNANCE**

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### **2.1 Current status**

- (a) From 2010 the NZIHM has been a Branch of the ACHSM and enjoys all the powers and restrictions conferred on a Branch by the Constitution, with the exception that:
  - (i) The Institute retains and in all ways maintains responsibility for its New Zealand status as an incorporated society under the *Incorporated Societies Act 1908* (NZ).
  - (ii) The Institute will retain and maintain all of its assets and liabilities existing at the date of this MOU, and ACHSM will in no way be responsible for any present or future assets or liabilities of the Institute.
  - (iii) To the extent that the Constitution applies to the Institute as a Branch, any policies, processes or delegations developed or imposed by ACHSM which relate to its own legal status as a company or its own internal operations, including ACHSM's financial delegations and human resource delegations, do not apply to the Institute as a separate legal entity.
  - (iv) The Chief Executive Officer does not have authority over employees, contractors or agents of the Institute or any of its internal processes. However, the Chief Executive Officer will provide administration support consistent with the support provided to other Branches
- (b) The obligations set out in clauses 2.1(a)(i) through (iv) are continuing obligations and will survive the expiry or earlier termination of this MOU.
- (c) The parties agree that the Constitution governs the activities of ACHSM and the parties agree to comply with it.

### **2.2 Board Meetings of ACHSM**

The Institute Branch will nominate a Fellow to the Board to be approved by the Board in accordance with the Constitution, and within the timeframe identified by the Constitution, Rules and the ACHSM Nominations Committee, and who will thereafter have ongoing membership, rights and obligations determined in accordance with the Constitution.

### **2.3 Operation of a Branch**

- 2.3.1 The Institute Branch will operate as a Branch in accordance with the Constitution.
- 2.3.2 ACHSM may, in accordance with its Constitution and any Regulations, make a determination for the discontinuance of any Branch, including the Institute Branch.

## **3. MEMBERSHIP FEES AND PROCESSES**

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### **3.1 Membership Status**

All current members of the Institute and those people who join as members whilst this MOU is in operation will be deemed to be members of ACHSM. Admission of members to the Institute will be governed by the Constitution.

### **3.2 Membership Fees**

Membership fees for ACHSM are determined by the Board on an annual basis and this process includes a determination by ACHSM as to whether different rates shall apply to various classes of members and for different members within a class. ACHSM will determine fees for members of the Institute Branch and in making this determination will take into account the recommendations of the Institute.

### **3.3 Capitation Payments**

Capitation of 35% of the membership fees for the Institute Branch will be transferred to the Institute in March each calendar year.

### **3.4 Renewal Process**

- (a) Members of the Institute Branch will pay fees directly to ACHSM in accordance with the procedure which is consistent with the Constitution.

## **4. MEMBER SERVICES**

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### **4.1 Services provided to members of the Institute Branch**

- (a) As a Branch of ACHSM, the Institute Branch is treated as a Branch in accordance with the Constitution. Members of the Institute will be entitled to the provision of all the services of ACHSM provided to Branch members.
- (b) ACHSM may agree with the Institute to send specific targeted communications to members of the Institute Branch under the cover of joint signatories of the National President of ACHSM and the President of the Institute.

### **4.2 Participation in ACHSM Committees**

- (a) The National President of ACHSM may invite the Institute Branch to nominate a representative from the Institute to participate in ACHSM committees and working parties to provide input into ACHSM activities in the same way as all other Branches are invited to participate.
- (b) The scope of ACHSM Committees is determined by ACHSM.
- (c) The costs associated with Institute participating in such committees will be determined by the Board.

### **4.3 Membership Status**

- (a) The process for admitting persons, including members of the Institute to any category of membership as defined by the Constitution is governed by the Constitution.
- (b) The Institute Branch will appoint a Fellowship Co-ordinator(s) for New Zealand applicants for Fellowship. The Fellowship Co-ordinator(s) for the Institute Branch will receive the same information and support (both material and financial) provided to Fellowship Co-ordinator(s) of other ACHSM Branches.
- (c) The ACHSM panel of examiners for applicants for Fellowship from the Institute Branch will include a New Zealand Fellow to ensure that the topical issues in the New Zealand health sector are appropriately addressed.

### **4.4 Marketing and Attracting New Members**

- (a) The Institute Branch will develop a marketing strategy for the Institute in New Zealand. Marketing activities developed by the Institute Branch for New Zealand must be approved by ACHSM via the Membership Committee prior to implementation by the Institute Branch.
- (b) Marketing materials prepared by ACHSM may be used by the Institute Branch. ACHSM will support the Institute Branch with the preparation of targeted marketing materials for its use in New Zealand for the purposes of this clause 4.4 as resources allow.

## **5. TECHNOLOGY AND REPORTING**

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### **5.1 Access to ACHSM Database**

- (a) The details of all members of ACHSM, including the members of the Institute Branch members are recorded in the ACHSM Database.
- (b) Institute Branch staff and volunteers nominated to and approved by ACHSM will be given access to the ACHSM Database for membership purposes. This access will be limited to information about Institute Branch members only. The Institute Branch must ensure and procure agreement from the nominated person/s to comply with all relevant privacy and confidentiality requirements in relation to the information recorded in the ACHSM Database.
- (c) The person/s nominated and approved under clause 5.1(b) will be responsible for:
  - (i) accessing the ACHSM Database to view details of Institute Branch members which have been recorded in the system; and
  - (ii) liaising with Corporate Office staff regarding any issues that arise in relation to the use of the ACHSM Database.
- (d) ACHSM Corporate Office staff will:
  - (i) update changes to personal details of Institute Branch members as notified to ACHSM from time to time (the Institute staff may provide support in this role);
  - (ii) create profiles for new members of ACHSM in the ACHSM Database; and
  - (iii) ensure that the ACHSM Database is functioning properly and that nominated Institute Branch personnel have appropriate access.

### **5.2 Accounting Software**

Provided that the requirements of the Constitution are complied with regarding accounts, the Institute Branch is not required to use the same accounting software as ACHSM.

### **5.3 Website**

Each party will continue to maintain its own website, including updating of content, and each party agrees to maintain a link on its website to the other party's website.

### **5.4 Reporting Requirements**

- (a) The Institute acknowledges and agrees that the information about Institute Branch members held on the ACHSM Database is available to ACHSM Corporate Office staff and approved Institute Branch personnel who may access data, subject to this MOU.
- (b) The Institute Branch shall submit its financial reports to Corporate Office for inclusion in ACHSM Board papers, in accordance with the Constitution and consistently with the requirements imposed on all Branches in this regard. ACHSM is not responsible for the financial management of the Institute.

## **6. CONGRESS**

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### **6.1 ACHSM National Congress**

- (a) The Institute may be asked to host the ACHSM National Congress as determined by the ACHSM Board.
- (b) The parties agree to comply with the ACHSM Congress Manual in cooperating in the organisation of any such ACHSM National Congress.
- (c) In line with other Branches, the Institute will receive a share of the distribution of any surplus from the operation of the National Congress.

## **7. TERM AND TERMINATION**

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### **7.1 Term of MOU**

This MOU commences on the date on which it is executed by the parties and continues indefinitely to the extent applicable in circumstances where the Institute is and remains a Branch unless terminated in accordance with this MOU.

### **7.2 Termination of MOU**

- (a) This MOU may be terminated by either party giving one year's written notice to the other or at any time by both parties agreeing to its termination in writing. In these circumstances, ACHSM will, in accordance with its Constitution, discontinue the Institute Branch.
- (b) Where for any reason, ACHSM determines to discontinue the Institute Branch in accordance with its Constitution, this MOU will terminate consistently with that determination.

## **8. DISPUTES**

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All cases of dispute, doubt or difficulty respecting or arising out of the interpretation or implementation of this MOU should first be raised between the respective presidents of the Institute and the ACHSM.

Where the presidents are unable to reach an agreement on the interpretation of the MOU, the matter should be referred, in writing, to the ACHSM Board which will consider the issue at its next scheduled Board meeting.

Failure of the Board to reach an agreement with the Institute will be deemed grounds for termination of this MOU.

## 9. GENERAL

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### 9.1 Notices

(a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is delivered, it is taken to have been received when it has been left at the addressee's address. If it is sent by mail, it is taken to have been received three working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.

(b) A person's address, email and fax number are those set out below, or as the person notifies the sender:

(i) **ACHSM**

Address: Suite 4.03, 230 Victoria Rd Gladesville New South Wales; PO Box 671, Gladesville NSW 1675 NSW Australia

Telephone: 02 8753 5100

Fax number: 02 9816 2255

Email [catherine.chaffey@achsm.org.au](mailto:catherine.chaffey@achsm.org.au)

Attention: Chief Executive Officer

(ii) **The Institute**

Address: Building 13, Level 4, Greenlane Clinical Centre, Greenlane (West), Auckland 1051

Telephone: +64 212413196

Email: [president@nzihm.org.nz](mailto:president@nzihm.org.nz)

Attention: President.

### 9.2 Governing Law

This document is governed by the laws of New South Wales and the Commonwealth of Australia.

### 9.3 Expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

### 9.4 Giving Effect to Document

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

### 9.5 Waiver of Rights

(a) A right may only be waived in writing, signed by the party giving the waiver, and:




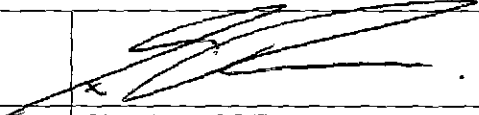
- (b) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right; and
- (c) a waiver of a right on one or more occasions does not operate as a waiver of that right or as an estoppel precluding enforcement of that right if it arises again; and
- (d) the exercise of a right does not prevent any further exercise of that right or of any other right.

**9.6 Entire Agreement**

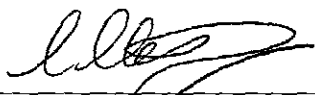
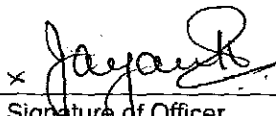
- (a) Subject to clause 9.6(b), this document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) The Constitution governs the relationship of the parties in respect of the Institute being a Branch of ACHSM.

**EXECUTION**

**SIGNED for AUSTRALIAN COLLEGE OF HEALTH SERVICE MANAGEMENT** by its duly authorised officer, in the presence of:

	
Signature of witness	Signature of Officer
Name CATHERINE CHAFFEY	Name JOHN PAUL RAZA
Date 26/10/2016	Date 26/10/2016

**SIGNED for NEW ZEALAND INSTITUTE OF HEALTH MANAGEMENT INC,** by its duly authorised officer, in the presence of:

	
Signature of witness	Signature of Officer
Name CATHERINE CHAFFEY	Name JAYANTHI MOHANAKRISHNAN
Date 26/10/16	Date 26/10/2016