MEMORANDUM

OF

UNDERSTANDING

BETWEEN

CHARLES STURT UNIVERSITY

AND

MID NORTH COAST LOCAL HEALTH DISTRICT
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING

BETWEEN

CHARLES STURT UNIVERSITY (ABN 83 878 708 551) being a university established under the Charles Sturt University Act 1989 (NSW) of Panorama Avenue, Bathurst, NSW 2795 through its Faculty of Science (“CSU”).

AND

MID NORTH COAST LOCAL HEALTH DISTRICT (ABN 57 946 356 658) being a body corporate established under the Health Services Act 1997 of Morton Street, Port Macquarie, in the state of New South Wales (“MNCLHD”).

PREAMBLE

MNCLHD and CSU hold a shared vision for the provision of high quality health services by well prepared and qualified health professionals. This is exemplified in our mutual desire to address issues of staff recruitment and retention, relevant professional development of health disciplines, related research endeavours, and other activities that benefit our two organisations, specifically in rural and regional communities in Mid North Coast New South Wales. We also seek collaborations with other Institutions that enhance the capacity of rural and regional health services. This vision can best be accommodated through the development of the Activities and Proposed Outcomes referred to in this Memorandum, as a mechanism for developing and enhancing the strategic alliances between our organisations.

RECORDS the following:

1. ACTIVITIES

The following activities will be progressed through cooperation and discussion:

Appointment of a Collaborative Management Committee. A Collaborative Management Committee will be appointed to oversee strategic direction and issues so that both parties work together in formulating a collaboration that progresses and benefits rural health issues and the wider context of developing innovation in practice and research. The Collaborative Management Committee will be comprised of equal numbers of representatives from each organisation. This Committee will establish Terms of Reference and an Agenda that will service the spirit of the collaboration. This Committee will meet at least three times per year.

Appointment of two Working Committees. Two working committees will be appointed to report to the Collaborative Management Committee, as follows:

(i) The Clinical Education Working Committee will address issues in relation to clinical placement, including education and skills of students and supervisors and student placement outcomes.

(ii) The Research and Development Working Committee will address issues in relation to professional development opportunities for staff, fostering research, joint projects, adjunct/conjoint appointments.
The Working Committees will meet three times a year to address the Proposed Outcomes as noted in this Memorandum.

**Innovation.** Through innovation and co-operation MNCLHD and CSU will, to our mutual benefit, seek to develop mechanisms and opportunities to improve the quality of clinical placements, and work to positively impact on rural and regional recruitment and retention through quality education of students, and professional development of MNCLHD employees and CSU academic staff.

**Clinical Placements.** Clear mechanisms for the offering and the servicing of clinical placements for Faculty of Science students will be developed.

**Adjunct Titles.** MNCLHD staff who significantly contribute to CSU through regular student supervision or provision of lectures, or who provide other significant academic input, may be recognised with the awarding of an honorary title consistent with the level of activity associated with the University.

**Professional Practice.** MNCLHD will undertake whenever practicable to assist staff from CSU’s Faculty of Science to gain continuing professional practice and experience in their specific discipline area under specified Health Service regulations and processes.

**Guest Lectures.** Invitations will be made to Nursing, Allied Health, Medical and other relevant staff of MNCLHD to give occasional guest lectures as appropriate.

**Professional Support.** Interaction between staff of the two organisations will be encouraged to promote opportunities for mentoring and support within the context of clinical expertise, skills development and/or knowledge transfer.

**Workshops and Continuing Professional Education.** Opportunities for joint or individual workshops, seminars and short courses will be developed by either organisation to be offered as a mechanism for continuing professional education. These programs will not preclude the option for staff to travel away from the mid north coast New South Wales region to gain access to such education. Topics of interest will be circulated through the Research and Development Working Committee.

**Joint Appointments.** The potential for joint clinical appointments will be canvassed and, where appropriate, be promoted to enhance mutual outcomes.

**Joint Research Initiatives.** Opportunities for the conduct of joint research projects and/or research training opportunities will be explored, including exploring possibilities for grants and other forms of funding.

**Recruitment Facilitation.** Programs and opportunities to promote recruitment of health professionals will be advanced by both organisations, and positions will be developed and evaluated. These may include provision of scholarships, cadetships and/or other programs.

**Additional Collaborations.** CSU and MNCLHD will actively seek other collaborations that enhance the capacity of rural and regional health services, and will inform each other about these and other relevant developments or plans in their respective organisations.

**Intellectual Property.** This Memorandum and any collaboration pursuant to this Memorandum will not affect ownership of any Intellectual Property (which expression shall include but not be limited to confidential information, know how, patents, copyrights,
design rights, inventions, rights relating to programs, and any other industrial or intellectual property rights) which pre-exists this Memorandum, and all such pre-existing Intellectual Property shall remain owned by its originating party. Ownership of any Intellectual Property developed jointly during the course of this Memorandum or any collaboration pursuant to this Memorandum and any commercialisation or other exploitation of any such jointly developed Intellectual Property shall be the subject of separate formal agreement.

**Media and Communications Protocols.** Joint media coverage will be promoted where appropriate to advance joint initiatives and the progress or results of such initiatives. All media releases and public announcements must meet both parties’ relevant Media and Communications protocols and where possible should be forwarded to each party for approval prior to release.

2. **PROPOSED OUTCOMES**

The Collaborative Management Committee will be responsible for the execution and oversight of this Memorandum and in conjunction with the Working Committees be responsible for working towards the following outcomes:

- Develop strategic direction so that both parties work together in formulating a collaboration that progresses and benefits rural health issues and the wider context of developing innovation in practice and research.
- A process for determining and communicating the number of available clinical places for each academic year.
- An education and skills enhancement program for MNCLHD Student Supervisors and CSU staff to improve education outcomes and training delivery for students.
- A suitable Agreement for the support of student supervisors.
- A process for determining and promoting professional practice opportunities for CSU staff.
- A process for Conjoint and Adjunct Appointment approvals, promotion and monitoring.
- A process for reporting on Student Placement Outcomes, Educational Outcomes and Business Impact for both parties.
- A process for promoting mutual opportunities for MNCLHD and CSU health staff to participate on our respective relevant committees, such as curriculum committees and community participation groups, to enhance the shared understanding of the two organisations and hence strengthen the potential outcomes of this collaboration.

3. **FORMALISING AGREEMENTS**

(a) The parties intend that any agreement for collaboration on the Activities and to achieve the Proposed Outcomes referred to in the preceding clauses will be documented in separate and formal Agreements executed by the parties in accordance with the policies and procedures of the respective parties.

(b) This Memorandum does not give rise to any contractual relationship between the parties, or create any legal obligations on either party, including any obligation to enter into formal and separate Agreements at any time.
4. MEMORANDUM WILL NOT PREVENT COOPERATION WITH OTHER PARTIES

This Memorandum will not prevent any party from undertaking any activities, pursuing any outcomes or otherwise cooperating with third parties or acting independently of the other.

5. FACILITATION OF COOPERATION

In order to carry out and fulfil the aims of this Memorandum, CSU and MNCLHD will each appoint a Coordinator who will be the first point of contact for the development of any cooperative activities pursuant to this Memorandum. As at the date of commencement of this Memorandum, the Coordinators of each party shall be:

(i) CSU:
    Professor Heather Cavanagh
    Acting Executive Dean, Faculty of Science
    Charles Sturt University
    Locked Bag 588
    Wagga Wagga NSW 2678
    Ph: 02 6933 2510
    Email: hcavanagh@csu.edu.au

(ii) MNCLHD:
    Mr Stewart Dowrick
    Chief Executive
    Mid North Coast Local Health District
    PO Box 126
    Port Macquarie NSW 2444
    Ph: 02 6588 2946
    Email: stewart.dowrick@nchas.health.nsw.gov.au

If either party replaces their Coordinator at any time they will give written notice of the name and contact details to the other party.

6. TERM AND TERMINATION

(a) This Memorandum shall commence on the last date of signing by a party on the execution page of this Memorandum and shall continue for a term of five (5) years unless terminated beforehand pursuant to the following subclauses of this clause.

(b) Either party may terminate this Memorandum for any reason by giving three (3) month’s written notice to the other party.

(c) The termination of this Memorandum shall not affect any rights or obligations under any formal Agreement entered between the parties pursuant to this Memorandum or otherwise. Those Agreements remain in effect according to their respective terms.

7. RELATIONSHIP OF PARTIES

Nothing in this Memorandum shall be interpreted to create or imply any relationship between the parties and in particular the parties expressly agree that this Memorandum is not intended to, and shall not, create a partnership, joint venture or agency relationship between the parties.
8. CONFIDENTIALITY

Each party is to keep strictly confidential all confidential information of the other party which may be provided to it under this Memorandum, and must only use that information as authorised by the other party. If a party provides information which is confidential it will mark it as such or advise the other at the time of disclosure.

EXECUTED as a Memorandum of Understanding

SIGNED for and on behalf of
CHARLES STURT UNIVERSITY

Signature
Professor Heather Cavanagh
Acting Executive Dean,
Faculty of Science

Date

SIGNED for and on behalf of
MID NORTH COAST LOCAL HEALTH DISTRICT

Signature
Warren Grimshaw, AM
Mid North Coast Local Health District Governing Board Chair

Date