

ACHI Fellowship by Training Memorandum of Understanding

Date of MOU:

BETWEEN:

THE AUSTRALASIAN COLLEGE OF HEALTH INFORMATICS INC, registration number A0043339S, of PO Box 125 Glen Iris, Victoria, 3145 (**ACHI**)

AND

Insert host, (ABN XXXX) of (ADDRESS), NSW, 2050 (**Host**)

BACKGROUND:

- A. The Host has agreed to offer a paid work placement to PhD candidates who participate in the Australasian College of Health Informatics Fellowship Program (**Work Placement**).
- B. This document sets out the basis on which the parties have agreed that the Host will offer the Work Placement to a Candidate.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this MOU unless the contrary intention appears:

Business Day means a day not being a Saturday, Sunday or declared public holiday in Melbourne, Victoria.

Candidate means a candidate who is participating in the ACHI Fellowship Program.

Commencement Date has the meaning given Item 1 of Schedule 1.

End Date has the meaning given to that term in Item 2 of Schedule 1.

Intellectual Property Rights or IP means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyright, confidential information and all other rights with respect to intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

MOU means this Memorandum of Understanding including any schedules or annexures and any amendment in writing.

Work Placement has the meaning given to it in clause 4(a).

2. TERM

- 2.1 This MOU will commence on the Commencement Date and expire on the Termination Date.
- 2.2 Either party may terminate this MOU at any time by giving the other 7 days' written notice. Termination of this MOU will not affect the Host's current employment of any

Candidate. A Candidate's Work Placement may only be terminated in accordance with the terms of an employment MOU between the Host and a Candidate.

3. ACHI'S OBLIGATIONS

3.1 ACHI will:

- (a) use reasonable endeavours to recommend a suitable Candidate to the Host to complete the Work Placement; and
- (b) if required by the Host, assist the Host to design a job description and suitable KPI's for the Work Placement.

3.2 The Host acknowledges and agrees that ACHI will not be liable to the Host for any cost, liability, expense or damages suffered by the Host in connection with the conduct or misconduct of any Candidate, or otherwise in connection with a Work Placement.

4. THE HOST'S OBLIGATIONS

4.1 The Host will:

- (a) offer at least one six month full time (or part time equivalent) work placement to a Candidate. The work placement must provide a Candidate with a clearly defined project that has a major focus on health informatics (**Work Placement**). This project must be advised to ACHI and approved by the ACHI Fellowship Governance Board;
- (b) employ Candidates using the Host's own written employment contract, which must comply with all applicable laws and regulations;
- (c) ensure that it holds all necessary insurances in respect of a Candidate's Work Placement with the Host;
- (d) ensure the Host's workplace is safe and free from harassment, bullying and discrimination;
- (e) provide a Candidate with a written job description and achievable KPI's for the Work Placement;
- (f) pay a Candidate a salary of \$50,000 in equal parts during the term of the Work Placement, plus superannuation;
- (g) be responsible for all costs associated with the hiring of a Candidate and the Work Placement; and
- (h) pay ACHI a \$2,500 (GST exclusive) placement fee per Candidate within 7 days of receiving a tax invoice from ACHI for this amount.

4.2 The Host must ensure that as part of the Work Placement, a Candidate receives the following support:

- (a) a comprehensive workplace induction;
- (b) a formally allocated supervisor/mentor who has appropriate health informatics experience and or expertise;
- (c) assistance and encouragement to develop their leadership capabilities;
- (d) regular feedback and guidance relating to work tasks and on the job performance in accordance with the Host's existing policies, procedures and performance management protocol;

- (e) regular interaction between the Host-appointed Candidate supervisor/mentor and ACHI Mentor and Fellowship Program Manager as required;
- (f) time and support to complete the ACHI Fellowship Program supplementary learning, including without limitation, the preparation and submission to ACHI of a report in relation to the Work Placement which complies with ACHI's assessment criteria. The Host hereby acknowledges and agrees that all intellectual property rights in the Candidate's report will vest in the Student, and the Host will not take any steps to prevent a Candidate from sharing this report with ACHI for the purpose of ACHI's internal review. The Host must ensure that this obligation is reflected in the employment agreement between the Host and Candidate; and
- (g) time and support to complete an interim and final debrief with and report to the ACHI Fellowship Program Manager on the Candidate's progress and outcomes in the ACHI Fellowship Program

4.3 The Host will ensure that the employment agreement between the Host and Candidate permits the Candidate to share the Host's confidential information with ACHI strictly for the purpose of the Candidate completing its learning activities as part of the ACHI Fellowship Program. ACHI undertakes to maintain the confidentiality of any of the Host's confidential information which it receives from a Candidate.

4.4 The Host hereby consents to ACHI using the Host's name and logo in ACHI's marketing materials which promote the Work Placement program. ACHI will ensure that it complies with any written direction from the Host regarding the use of the name and logo.

5. REPORTING

The Host shall submit to ACHI reports on the conduct and performance of the Candidate during a Work Placement at the times and in the manner set out in Item 3 of Schedule 1.

6. INTELLECTUAL PROPERTY

6.1 The Host must ensure that ownership of Intellectual Property Rights created by a Candidate during a Work Placement (including without limitation, the publication of any research report prepared by a Candidate) is documented and agreed in the employment MOU between the Host and the Candidate. The employment agreement must also provide that ownership of any background IP which a Candidate brings to the Work Placement remains the Candidate's property.

7. DISPUTE RESOLUTION

7.1 All disputes or differences in relation to this Agreement or its subject matter (**Dispute**) will be resolved in accordance with this clause 7.1.

7.2 Upon one Party giving notice of a Dispute arising between the Parties, the Parties agree to negotiate in good faith to resolve the Dispute and will refer resolution of the Dispute to their chief executive officers, or their nominees. If the Dispute has not been resolved by negotiation within a reasonable time 10 Business Days or any other period of time agreed by the Parties, either Party may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute.

7.3 A Dispute which is referred to mediation will be referred to the Australian Commercial Dispute Centre Limited (**ACDC**) and be conducted in accordance with:

- (a) in the case where the Client is an Australian organisation or person, the Conciliation Rules of ACDC; or

- (b) in the case where the Client is ordinarily resident outside Australia, the UNCITRAL Conciliation Rules, and
- (c) in either case will be heard by one conciliator appointed under the relevant rules in Victoria with the proceedings being in English), and
- (d) in all cases if the Dispute has not been resolved within sixty (60) days of referral pursuant to this clause 7.3 may initiate proceedings in a court;
- (e) any documents produced for the mediation are to be kept confidential and cannot be used except for the purpose of settling the Dispute;
- (f) each Party must bear its own costs of resolving a Dispute under this clause; and
- (g) unless the Parties otherwise agree, the Parties must bear equally the costs of the mediator.

7.4 Nothing in this clause 7.3 will prevent a party from seeking interlocutory relief through courts of appropriate jurisdiction. But a party will not otherwise commence legal action in the event of a Dispute unless it has first complied with clauses 7.2 to 7.3 inclusive.

8. GENERAL

8.1 **Legally Binding:** the parties intend to be legally bound by this MOU.

8.2 **Entire MOU.** This MOU constitutes the entire MOU between the parties and supersedes all prior communications, negotiations, arrangements and MOUs, either oral or written, between the parties with respect to the subject matter of this MOU.

8.3 **Variation.** Any modification, alteration, change or variation of any term and condition of this MOU shall only be made in writing and executed by both parties.

8.4 **Assignment.** A party may not assign the rights and obligations arising under this MOU without the prior written consent of the other party.

8.5 **Relationship.** The parties are independent contracting parties, and nothing in this MOU makes any party the employee, partner, agent, legal representative, trust or joint venture of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

8.6 **Costs and Taxes.** Each party shall bear its own costs arising out of the negotiation, preparation and execution of this MOU.

8.7 **Waiver.** A waiver by a party is only effective if it is in writing and a written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. A party's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

8.8 **Further Assurances.** Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this MOU and the transactions contemplated by it.

8.9 **Severance.** If any provision of this MOU is invalid or unenforceable, such provision(s) shall be deemed deleted but only to the extent necessary and the remaining provisions of this MOU shall remain in full force and effect.

8.10 **Counterparts** This MOU may be executed in counterparts.

8.11 **Governing Law.** This MOU is governed by the laws of the State of Victoria and each party submits to the exclusive jurisdiction of the courts of that State.

Schedule 1

Item 1 – Commencement Date	TBC
Item 2 – End Date	TBC
Item 3 – Reporting Intervals	TBC

DRAFT

EXECUTED as a Deed

Executed as a Deed by Australasian College of
Health Informatics Inc by its duly authorised
Officer in the presence of:)
)
)
)

..... Signature of Witness

..... Print Name of Witness

..... Signature of authorised person

..... Print Name of authorised person

..... Date

Executed as a Deed by the Host by its duly
authorised Officer in the presence of:)
)
)
)

..... Signature of Witness

..... Print Name of Witness

..... Signature of authorised person

..... Print Name of authorised person

..... Date

