



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AUSTRALASIAN COLLEGE OF HEALTH SERVICE  
MANAGEMENT (ACHSM)**

**AND**

**ACHSM – AOTEAROA**  
The New Zealand Branch of ACHSM

**SEPTEMBER 2022**

## Memorandum of Understanding

**Parties:** Australasian College of Health Service Management (ACHSM) of Level 1, Unit 11, 41-43 Higginbotham Rd, Gladesville, New South Wales, Australia

and

ACHSM – Aotearoa, C/- 26 Holden Ave, Holdens Bay, Rotorua 3010, New Zealand.

### Background:

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- A. ACHSM is an Australian company limited by guarantee incorporated under the *Corporations Act 2001*.
- B. ACHSM – Aotearoa is a New Zealand Registered Incorporated Society, under the NZ *Incorporated Societies Act 2022*, Number 215937
- C. The parties entered an open ended Memorandum of Understanding (MOU) in 2010 which set out the agreement of the parties for the then New Zealand Institute of Health Management (NZIHM) to become a Branch of the ACHSM. The parties have acted in accordance with an MOU since that date, with an update to the MOU having occurred October 2016.
- D. At the June 2021 ACHSM – Aotearoa AGM a new Constitution was approved which included a change of name from NZIHM to ACHSM – Aotearoa.
- E. The purpose of the following MOU is to provide an update on the 2016 MOU to reflect the new name and to set out the agreed process for ACHSM – Aotearoa continuing as a Branch of ACHSM and to indicate the 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 230 Victoria St, Gladesville, Sydney, NSW, 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) **ACHSM – Aotearoa Branch** means an admitted Branch of ACHSM in accordance with the Constitution; ACHSM – Aotearoa is the New Zealand Branch ;
- i) **MOU** means this Memorandum of Understanding; and
- j) **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 of legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted, or replaced, and includes any subordinate legislation 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 work agreement includes an undertaking or other binding agreement or understanding, whether or not in writing;
- i) The expression the document includes the agreement, arrangement, understanding, or transaction recorded in this document; and
- j) 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 ACHSM – Aotearoa (formerly known as NZIHM) has been a Branch of the ACHSM and enjoys all the powers and restrictions conferred on a Branch by the ACHSM Constitution, with the exception that:

- i. ACHSM – Aotearoa retains and in all ways maintains responsibility for its New Zealand status as an Incorporated Society under the *Incorporated Societies Act 2022* (NZ);
  - ii. ACHSM – Aotearoa will retain and maintain all of its assets and liabilities existing at the date of the MOU, and ACHSM will in no way be responsible for any present or future assets or liabilities of ACHSM – Aotearoa;
  - iii. To the extent that the Constitution applies to ACHSM – Aotearoa 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 ACHSM – Aotearoa as a separate legal entity;
  - iv. The Chief Executive Officer does not have authority over employees, contractors or agents of ACHSM – Aotearoa or any of its internal processes. However, the Chief Executive Officer will provide administrative support consistent with the support provided to other Branches. If any additional services are provided these will be negotiated separately to this MOU with a schedule of services and costs developed and approved by the parties.
- b) The obligations set out in clauses 2.1 a) i. through to 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 ACHSM – Aotearoa Branch President (a position that under the ACHSM – Aotearoa Constitution must be filled by a Fellow) will be nominated to the ACHSM Board to be approved by the Board in accordance with the Constitution, and within the timeframe identified by the Constitution, Rules and 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**

- a) ACHSM – Aotearoa Branch will operate in accordance with the Constitution.
- b) ACHSM may, in accordance with its Constitution and any Regulations, make a determination for the discontinuance of any Branch, including ACHSM – Aotearoa.

# **3 MEMBERSHIP FEES AND PROCESSES**

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## **3.1 Membership Status**

All current members of ACHSM – Aotearoa 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 ACHSM – Aotearoa 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 categories of members and for different members within a category. ACHSM will determine fees for members of ACHSM – Aotearoa Branch and in making this determination will take into account the recommendations of ACHSM – Aotearoa.

### **3.3 Capitation Payments**

Capitation of 35% of the membership fees for ACHSM – Aotearoa will be transferred to ACHSM – Aotearoa in April each calendar year.

### **3.4 Renewal Process**

Members of ACHSM – Aotearoa 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 ACHSM – Aotearoa Branch**

- a) As a Branch of ACHSM, ACHSM – Aotearoa Branch is treated as a Branch in accordance with the Constitution. Members of ACHSM – Aotearoa will be entitled to the provision of all the services of ACHSM provided to Branch members.
- b) ACHSM agrees that ACHSM - Aotearoa may send targeted communications to members of ACHSM - Aotearoa from time to time and a copy of communications will be provided to the ACHSM Marketing Communications Manager, if practical prior to distribution

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

- a) The College President of ACHSM may invite the ACHSM – Aotearoa Branch to nominate a representative from ACHSM – Aotearoa 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 ACHSM – Aotearoa participating in such Committees will be determined by the Board.

### **4.3 Membership Status**

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

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

- a) ACHSM – Aotearoa Branch will develop a marketing strategy for ACHSM – Aotearoa in New Zealand. Marketing activities developed by ACHSM – Aotearoa and a copy of marketing strategies and plans developed by ACHSM - Aotearoa will be provided to the ACHSM CEO on completion of the plan by the ACHSM – Aotearoa Branch.
- b) Marketing materials prepared by ACHSM may be used by ACHSM – Aotearoa Branch. ACHSM will support ACHSM – Aotearoa with the preparation of targeted marketing materials for its use in New Zealand for the purposes of this clauses 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 ACHSM – Aotearoa Branch, are recorded in the ACHSM Database.
- b) ACHSM – Aotearoa 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 ACHSM – Aotearoa Branch members only. ACHSM – Aotearoa Branch must ensure and procure agreement for 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 persons nominated and approved under clause 5.1b) will be responsible for:
  - i. Accessing the ACHSM Database to view details on ACHSM – Aotearoa 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 ACHSM Database.
- d) The ACHSM Corporate Office staff will:
  - i. Update changes to personal details of ACHSM – Aotearoa Branch members as notified to ACHSM from time to time. ACHSM – Aotearoa to provide support on request;
  - 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 ACHSM – Aotearoa Branch personnel have appropriate access.

### **5.2 Accounting Software**

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

### **5.3 Website**

ACHSM manages the website and ACHSM – Aotearoa has a Branch section in the website. ACHSM - Aotearoa is responsible for sending the ACHSM Website Controller content to keep their section of the website current.

### **5.4 Reporting Requirements**

- a) ACHSM -Aotearoa acknowledges and agrees that the information about ACHSM – Aotearoa Branch members held on the ACHSM Database is available to ACHSM Corporate Office staff and approved ACHSM – Aotearoa Branch personnel who may access data, subject to this MOU.
- b) ACHSM – Aotearoa shall submit its Annual Report to ACHSM CEO and the report must include a summary of the consolidated year end financial result. ACHSM- Aotearoa agrees that ACHSM is not responsible for the financial management of ACHSM – Aotearoa.

## 6. CONGRESS

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### ACHSM National Congress

- a) ACHSM – Aotearoa may be asked to host the ACHSM Annual 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 Annual Congress.
- c) In line with other Branches, ACHSM – Aotearoa will receive a share of the distribution of any surplus from the operation of the Annual 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 ACHSM – Aotearoa 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 ACHSM – Aotearoa Branch.
- b) Where for any reason, ACHSM determines to discontinue ACHSM – Aotearoa 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 ACHSM and ACHSM – Aotearoa.

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 ACHSM – Aotearoa will be deemed grounds for termination of the 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 airmail or email. 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 airmail, it is taken to have been received ten working days after it is posted. If it has been sent by email, it is taken to have been received within one hour of being sent.
- b) A person's address and email are those set out below, or as the person notifies the sender:

i. **ACHSM**

Address: Level 1, Unit 11, 41-43 Higginbotham Rd, Gladesville, 2111  
New South Wales, Australia

Telephone: +61(0)2 8753 5110

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

Attention: Chief Executive Officer

ii. **ACHSM – Aotearoa**

Address: 26 Holdens Ave, Holdens Bay, Rotorua 3010, New Zealand

Mobile: +64(0)2 915862

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

Attention: President

### 9.2 **Governing Law**

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

### 9.3 **Expenses**

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

### 9.4 **Giving Effect to the 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 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 the right or of any other right.

**9.6 Entire Agreement**



- a) Subject to clause 9.6b), 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 ACHSM – Aotearoa being a Branch of ACHSM.

**EXECUTION**

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

	
Signature of Witness	Signature of Officer
CATHERINE CHAFFEY	
Name	Name Neal Gray
Date 20/9/22	Date 20/9/22

**SIGNED for AUSTRALASIAN COLLEGE OF HEALTH SERVICE MANAGEMENT – AOTEAROA Incorporated,** by its duly authorised officer, in the presence of:

	
Signature of Witness	Signature of Officer
CATHERINE CHAFFEY	CATHERINE F COONEY
Name	Name
Date 20/9/22	Date 20/9/22