

MEMORANDUM OF UNDERSTANDING

**STUDY OF ENVIRONMENT ON ABORIGINAL RESILIENCE AND CHILD HEALTH
(SEARCH)**

MODEL ABORIGINAL MEDICAL SERVICE

AND

THE UNIVERSITY OF SYDNEY

National Health and Medical Research Council grant and the work required from researchers not employed by the University of Sydney or research centres or institutes affiliated with the University of Sydney.

It is hereby agreed as follows.

Definitions

“**SEARCH**” means the means the Study of Environment on Aboriginal Resilience and Child Health and the program of work to complete this study which is to be undertaken for the benefit of NSW urban Aboriginal communities and the participating Aboriginal Medical Services.

“**Final Report**” means a report on outcomes of the projects undertaken by SEARCH.

“**Funds**” means the total amount of funds to be provided to the University of Sydney by the National Health and Medical Research Council pursuant to the funding agreement dated [*insert date of agreement*].

“**Term**” means the term of this Memorandum of Understanding as set out in clause 1.

“**Work-plan**” is the plan agreed by the Steering Committee that sets out the projects and deliverables to be achieved as part of SEARCH, the skills and capacity to be developed under SEARCH and any other matters included in the Work-plan by the Steering Committee.

“**AMS(s)**” means Aboriginal Medical Services.

“**AH&MRC**” means the Aboriginal Health and Medical Research Council of NSW.

“**MOU**” is this Memorandum of Understanding

“**Parties**” or “**Party**” means the Aboriginal Medical Service and/or University of Sydney

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1. TERM

The Term of this Memorandum of Understanding is from the date of execution until terminated in accordance with its terms.

2. ESTABLISHMENT OF SEARCH

2.1 The Model Aboriginal Medical Service and the University of Sydney agree to establish a partnership to conduct the Western Sydney AMS component of the SEARCH study. The goals of establishing the SEARCH study are as follows.

- i) To provide a better understanding of the health needs of urban Aboriginal children and their carers who attend one of the participating NSW AMSs.
- ii) To test the effectiveness of interventions to improve the extent to which evidence based care is provided for children with otitis media.
- iii) To test the feasibility of a pilot study of housing improvement among a subgroup of participating families.
- iv) To establish a cohort of children who can be followed over time to improve our understanding of health and development in this population over time.

2.2 The major intent of this MOU is to ensure that the SEARCH study is run as an effective partnership where input from the participating AMSs and the AH&MRC is valued, sought and acted upon.

2.3 The parties agree to work with the other participating urban Aboriginal Medical Services, the broader team of chief investigators on the National Health and Medical Research Council grant for the SEARCH study who make up the SEARCH steering group which already exists and operates as outlined in clause 5 of this MOU.

2.4 The University of Sydney will continue to work with the existing SEARCH steering committee and establish a SEARCH Data Management and Publications Committee. The SEARCH Data Management and Publications Committee will be chaired by the SEARCH study director and its operations are outlined in full at clause 6 of this MOU. The major purpose of the Data Management and Publications Committee are:

- i) To provide community input into the projects and analyses already agreed as part of the initial funding application for SEARCH

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- ii) To allow community review of draft publications arising from future requests for access to and use of the SEARCH data.
- iii) To assess future requests for access to and use of the SEARCH data

3. COMMUNICATION

- 3.1 The parties agree to establish and facilitate communication between the University of Sydney and the Model AMS Board of Management and the Chief Executive Officer to ensure the terms of this MOU are effectively enacted.
- 3.2 The University of Sydney agrees to provide Model AMS with written reports, in accordance with a timetable for reporting agreed by the Steering Committee, documenting SEARCH results and the success of the AMS in meeting performance targets. The University of Sydney will also take all reasonable steps to arrange and facilitate community meetings, when reasonably requested by the AMS, to present non-confidential feedback and results.

4. FUNDS

- 4.1 The parties acknowledge that the obligations of the University of Sydney to disperse NHMRC funds to the Western Sydney AMS for the purpose of establishing and conducting the work to complete the Western Sydney component of the SEARCH study in accordance with the funding specification (Attached and marked "B") .

5. SEARCH STEERING COMMITTEE

- 5.1 A Steering Committee for SEARCH already exists and shall continue to operate for the purposes prescribed in this MOU. The Steering Committee members are all chief investigators on the NHMRC grant as named:
 - i) Associate Professor Jonathan Craig
Associate Professor in Clinical Epidemiology, School of Public Health
University of Sydney
 - ii) Professor Richard Taylor
Professor of International Health
Head, Division of International Health, School of Population Health,
Faculty of Health Sciences, University of Queensland.
Director, Australian Centre for International and Tropical Health and
Nutrition
 - iii) Ms Sandra Bailey
CEO Aboriginal Health and Medical Research Council

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- iv) Dr Emily Banks
National Centre for Epidemiology and Population Health
The Sax Institute
- v) Dr Alan Cass
Director Renal Division, The George Institute for International Health
- vi) Dr Kathleen Clapham
Wollongong University
- vii) Professor Sandra Eades
Senior Research Fellow – The Sax Institute
- viii) Professor Susan Kippax
Professor/Director – National Centre in HIV Social Research
University of New South Wales
- ix) Ms Ann Parker
Chief Executive Officer
Riverina Medical and Dental Aboriginal Corporation
- x) Professor Beverly Raphael
Professor Population Mental Health and Disasters, Medical
School, University of Western Sydney
- xi) Professor Sally Redman
Chief Executive Officer – The Sax Institute
- xii) Mr Frank Vincent
Chief Executive Officer Daruk Aboriginal Controlled Community
Medical Service Co-Op
Current chair Aboriginal Health And Medical Research Council
- xiii) Professor Peter McIntyre
Director National Centre for Immunisation Research and
Surveillance of Vaccine-Preventable Diseases
- xiv) Dr Kathy Clapham
Senior Research Fellow
The George Institute, Camperdown
- xv) Dr John Daniels
Medical Director, AMS Redfern

5.2 The Steering Committee shall use its best endeavors to meet at least once each quarter. Subject to this clause 5, the Steering Committee shall regulate its own meetings.

5.3 The quorum for a meeting of the Steering Committee shall be at least two representatives from the AH&MRC or the participating AMSs and at least one representative of the University of Sydney and the Sax Institute.

5.4 A matter that requires a resolution will be determined by the SEARCH team, Management Committee or the Steering Committee as defined in the Decision Making Protocol Attachment (D).

5.5 A matter before a meeting of the Steering Committee shall be determined by either of the following ways:

- i) an agreement of all the members present at the meeting (being a quorum); or

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- ii) by a vote of the majority of the members (being a quorum) present at the meeting.

5.6 The terms of reference for the Steering Committee are as follows:

- i) to oversee scientific and ethical conduct of SEARCH.
- ii) to agree on the use of the NHMRC funds for the efficient conduct of SEARCH.
- iii) to establish steering group sub-committees where required for specialist areas of SEARCH and as listed in **Attachment C** to this agreement.
- iv) to publish findings of the SEARCH study in a timely manner in peer review journals and other formats to provide health benefit for participating communities and AMSs.
- v) to communicate with participating AMSs about the work program to ensure effective partnerships for the conduct of SEARCH.
- vi) to integrate community understandings and views into the interpretation of the findings from SEARCH.

5.7 If any member of the Steering Committee resigns the Steering Committee will notify the participating AMS and inform them of the resignation and of any new appointments within 2 weeks of the event.

6. PRINCIPLES OF SEARCH

6.1 SEARCH has been established to provide information that will improve the health of Aboriginal people. All projects and publications will be conducted and reported on in a manner that supports Aboriginal self determination and is constructive, respectful of the autonomy of individual AMSs and the communities they serve and seeks to advance Aboriginal health issues and community controlled primary health care services.

6.2 All of the projects of SEARCH and publications and presentations arising from SEARCH will be undertaken in full partnership with communities. The project and authorship teams will include representatives from the AMSs and AH&MRC from the Steering Group or otherwise as appropriate.

6.3 All members of the project and authorship teams will have opportunities to contribute to the work in their areas; the expertise of the representatives from the AMSs and AH&MRC will be actively sought and their advice will be actively integrated into the processes for the conduct of SEARCH and the interpretation of the findings of the SEARCH study.

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7. DATA MANAGEMENT AND PUBLICATIONS COMMITTEE

- 7.1 The purpose of the Data Management and Publications Committee is to oversee the use of study data to promote positive health outcomes for urban Aboriginal people and their communities.
- 7.2 The guiding principles by which the Data Management and Publications Committee will operate are derived from the NSW Aboriginal Health Information Guidelines (Attached and marked "A") and applied to the SEARCH study as follows:
- a) There are Commonwealth obligations associated with the collection, storage and release of information, which arise either through operation of Commonwealth law or through conditions imposed under funding or other agreements. Where such obligations arise, they must be complied with.
 - b) The management of the SEARCH study recognizes that Aboriginal peoples have rights and responsibilities of ownership regarding their health and health-related information. This includes the right to protect and care for the use of this information, the right to determine culturally appropriate forms for its reporting, and the right to grant or withhold permission from other agencies or organisations for its use.
 - c) The Data Management and Publications Committee is the custodian of the data collected as part of the study. The Data Management and Publications Committee will delegate responsibility to the Sax Institute and the University of Sydney responsibility for storage of the questionnaire and biological data respectively. They will ensure the information records are stored in a secure physical environment to prevent unauthorised access, destruction, use, modification or disclosure; maintain the quality and accuracy of the information record; establish and implement appropriate levels of information protection; and determine when and where information disclosure and utilisation are appropriate in accordance with the principles and terms of the Guidelines.
 - d) The Data Management and Publications Committee will be chaired by the SEARCH study director who is also a member of the SEARCH steering committee.
 - e) The membership of the Data Management and Publications Committee shall be the chair, three nominees of participating AMSs, the three members of the SEARCH steering committee and the chair.
 - f) The Data Management and Publications Committee shall endeavour to meet at least every two months.

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- g) The Data Management and Publications Committee will review and provide initial community input into the findings of the SEARCH study as the SEARCH chief investigators sequentially report on the research aims and objectives of the NHMRC funded SEARCH project.
- h) The Data Management and Publications Committee will review and authorise future data access requests from researchers wishing to use the SEARCH data for purposes other than the original NHMRC funded SEARCH project.

7.3 Researchers who have use of the SEARCH data will be encouraged to publish books, papers, theses and other forms of dissemination of SEARCH in order to facilitate health improvement for NSW Aboriginal families and communities.

The following restrictions will apply:

- (a) The Data Management and Publications Committee will review publications arising from the use of the SEARCH data and provide clearance for publication. This comes back to the purpose of the Committee – see email
- (b) The Data Management and Publications Committee will advise on the appropriate overall dissemination strategy for study outcomes from SEARCH.
- (c) Papers and conference papers (“Papers”) must not be submitted for publication or published in any form whatsoever until after the final Paper is agreed by the Data Management and publications Committee; and
- (d) Papers and conference papers must be provided to the Data Management and Publications Committee for comment prior to submission.
- (e) The papers must acknowledge that the work was undertaken as part of SEARCH and participating six AMSs and the AH&MRC, must be appropriately acknowledged.

8 RISK AND SHARED RESPONSIBILITY

8.1 Funds will be provided by the University of Sydney to Model AMS to employ and jointly manage with the Sax Institute the staff required to complete the work required to conduct SEARCH in each AMS. The work includes strategies to provide information to the community about the study, recruitment of families and children into the SEARCH study, the collection of

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specified data from these participants and where required assistance with feedback of study results to participants and participating communities.

- 8.2 The University of Sydney will establish a funding agreement with each of the AMSs for payment of all agreed costs plus GST related to the conduct of SEARCH as outlined in Attachment B. The funding agreement specifies the reasonable efforts that will be made to deliver within the funding time frame and staffing levels the study outcomes under this agreement by each AMS.
- 8.3 The local data collectors and health broker staff employed for SEARCH will be employees of the AMSs and the Senior Research Officer employed for SEARCH will be the employee of the Sax Institute and therefore covered by their for compulsory superannuation and workers compensation. The employees work will be restricted to that required for SEARCH and their time will not be transferable to any other staffing requirements of the AMSs or the Sax Institute.
- 8.4 The parties acknowledge that SEARCH is a joint undertaking between them, and that they equally bear responsibility for ensuring the selection of the appropriate staff, the quality of the work of the staff and whether or not SEARCH achieves the field work recruitment and data collection goals set out in Attachment E. The parties agree to use their best endeavors to ensure the success of SEARCH and to co-operate with each other in sharing responsibility for the above matters.

9. RESOLUTION OF DISPUTES

- 9.1 If a dispute arises out of or relates to this Memorandum of Understanding or the establishment or administration of SEARCH, the parties expressly agree to endeavor in good faith to settle the dispute by consultation between the the CEO of the participating AMS(s) involved in the dispute and the lead Chief investigator from the University of Sydney.
- 9.2 If disputes cannot be resolved in accordance with clause 9.1 termination of the MOU can be affected under clause 14, 15 or 16.

10. VARIATIONS

Variations to this Memorandum of Understanding shall be evidenced in writing, tabled at a meeting and signed by all parties.

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11. GOVERNING LAW

This Memorandum of Understanding is governed by and shall be construed in accordance with the law for the time being in force in New South Wales, and the parties agree to submit to the jurisdiction of the courts of that State.

12. INCONSISTENCIES

In the event of any inconsistency between this Memorandum of Understanding and the agreements executed between the participating AMSs, the AH&MRC, the University of Sydney and the Sax Institute set out in Attachments A-E, this agreement shall prevail.

13. FORCE AND EFFECT

This MOU is intended to express the parties' obligations and firm intentions with regards to those matters with which it deals, but is not intended to create a legally binding contract.

14. ENDING THE RECRUITMENT PERIOD EARLY

14.1 Both Parties can terminate the MOU if the other Party does not meet performance targets including:

- a. the AMS not reaching agreed recruitment targets; reporting requirements; the health broker intervention not being rigorously conducted and/or other acts or omissions that will result in the AMS not reaching the performance targets.
- b. the University of Sydney failing to provide funding for AMS expenditure in accordance with clause 4; provide training and resource allocation in accordance with the agreed study protocols and/or other acts or omissions that will result in the AMS not reaching the performance targets.

14.2 In the event that performance targets are not meet, the Party will be contacted by the Steering Committee within one (1) week of the missed deadline to discuss the issue.

14.3 At least one (1) opportunity shall be given to the Party to meet the performance target. A meeting between the Party and the Steering Committee shall be convened within two (2) weeks of the targets not

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being met . The parties will work together at the meeting to design a revised work plan and timetable to improve performance.

- 14.4 If the parties attempts to improve performance are unsuccessful and the requirements set out in the revised work plan and timetable are not met, either Party may elect to terminate the MOU without notice.
- 14.5 The Steering Committee shall make recommendations, in writing, to a Party when a staff member, employed under an individual staff contract with that Party, significantly contributes to the Party not meeting a performance target such as: malingering; inefficiency; and/or neglect of duty. Upon receipt of the recommendation, the Party shall review the individual employment contract and if the employee is in breach of their contract the Party shall take the prescribed action.

15. TERMINATION AND REDUCTION FOR CONVENIENCE

- 15.1 The parties may, at any time by notice in writing, terminate the MOU or reduce the scope of the Work Plan immediately. Upon receipt of such a notice the Party agrees to stop work as specified in the notice, take all available steps to minimise loss resulting from that termination and to protect study data, and continue work on any part of the Work Plan not affected by the notice.

16. TERMINATION FOR DEFAULT

- 16.1 Where a party fails to satisfy any of its obligations under the MOU or the guiding principles, the other party if it considers that the failure is:
 - (a) Not capable of remedy such as a party willfully disobeying directions from the Steering Committee or for other unreasonable acts or omission that adversely affect the organisation, may, by notice in writing, terminate the MOU immediately;
 - (b) Capable of remedy, may, by notice in writing, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the MOU immediately by giving a second notice.
- 16.2 The Parties may, by notice in writing, terminate the MOU immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Parties:
 - (a) Being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Law, or an order has been made for the purpose of placing the corporation under external administration; or

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- (b) Being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

PAYMENT AFTER TERMINATION

- 17.1 Where there has been a termination under clause 14, 15 or 16, the University of Sydney will be liable only for:
 - (a) Payments and assistance under the Funding Agreement (Attachment B) as rendered before the effective date of termination; and
 - (b) Reasonable costs incurred by the Party and directly attributable to the termination.
- 17.2 Where there has been a reduction in the scope of the Work Plan, the University of Sydney's liability to pay fees or allowances, meet costs or provide facilities and assistance under the MOU will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Work Plan.
- 17.3 The University of Sydney will not be liable to pay compensation under clause 17.1(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Party under the Funding Agreement, together exceed the full price of the Work Plan ordinarily payable under the Funding Agreement.
- 17.4 The Party will not be entitled to compensation for loss of prospective profits.

15. DISCLOSURE OF INFORMATION

- 15.1 The Parties agree not to disclose to persons other than those on Steering Committee, any confidential Information relating to the SEARCH or the Work Plan without prior written approval from the Steering Committee. This obligation will not be taken to have been breached where the information referred to is legally required to be disclosed and will survive the expiration or termination of the MOU.
- 15.2 'Confidential Information' means information that is by its nature confidential, or is designated by the Steering Committee as confidential, or the Parties know or ought to know it is confidential, but does not include information which is or becomes public knowledge other than by breach of the MOU or by any other unlawful means, is in the possession of the Parties without restriction in relation to disclosure before the date of receipt from the Steering Committee, or has been independently developed or acquired by the Parties.

16. PROTECTION OF PERSONAL INFORMATION

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The Parties agree to comply with the Information Privacy Principles contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities the Party is undertaking under the MOU, as if the Party were an agency as defined in that Act.

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SIGNED

For and on behalf of the
MODEL ABORIGINAL MEDICAL SERVICE CO-OP LTD
But not so as to incur personal liability
By

.....
Chief Executive Officer

.....
Date

.....
Signature of Witness

.....
Name of witness

SIGNED

For and on behalf of the
UNIVERSITY OF XXXXX
But not so as to incur personal liability
By

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Chief investigator

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Date

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Signature of Witness

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Name of witness

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ATTACHMENT A

Guiding principles

There are eleven guiding principles underlying the NSW Aboriginal Health Information Guidelines. It is recognised that these principles are new. Existing processes and policies may not be consistent with these principles, and a process of change will be needed to instill these principles into practice.

- Principle 1 The management of health and health-related information about Aboriginal peoples must be ethical, meaningful and useful to Aboriginal peoples, based on an agreed view negotiated between the relevant parties to the Partnership, and consistent with the guidelines in the National Aboriginal Health Strategy (1989), and the NAIHO Report on Aboriginal Research Ethics (1987). Such determinations may be made at State or local level, as appropriate.
- Principle 2 Information about the health of Aboriginal peoples and the services they receive must be used to support improved health and better planning and delivery of health services.
- Principle 3 The analysis, interpretation and reporting of Aboriginal health and health-related information should occur collaboratively between the parties to the Partnership.
- Principle 4 The privacy and confidentiality of Aboriginal peoples and health service providers must be protected in accordance with the NSW Health Information Privacy Code of Practice, as endorsed by the Privacy Committee of NSW, and any other legislation or guidelines pertaining to the NSW health sector.
- Principle 5 Health service providers should obtain free and informed consent from Aboriginal peoples about how and why their information is collected and used.
- Principle 6 While health service providers have common information needs, there is also diversity among them which generates unique information requirements.
- Principle 7 The cost of the resources required to collect and use information must be outweighed by the value added in supporting services which can lead to improvements in Aboriginal health.
- Principle 8 Information should be collected as a by-product of service delivery, or as part of the ongoing operation of a service, or in the context of surveys and research agreed to by the relevant parties to the Partnership. The burden of data collection to Aboriginal peoples and service providers should be minimised.
- Principle 9 The utilisation, rather than the collection, of information should be maximised.
- Principle 10 The parties should be encouraged to share information that may assist in planning, management and delivery of health services for Aboriginal peoples.
- Principle 11 Information collections require regular review and refinement by the parties to ensure relevance to service delivery and compliance with agreed information requirements.

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