

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN INDIGENOUS DOCTORS' ASSOCIATION (AIDA)

Herein referred to as "AIDA" with its head office located at Old Parliament House,
18 King George Terrace, Parkes, ACT, Australia, represented herein by the

President, Dr Simone Raye

AND

THE ROYAL AUSTRALIAN AND NEW ZEALAND COLLEGE OF OBSTETRICIANS AND GYNAECOLOGISTS (RANZCOG)

Herein referred to as "RANZCOG" with its head office located at 1 Bowen Crescent,
South Melbourne, Victoria, Australia, represented herein by the

President, Dr Benjamin Bopp

with AIDA and RANZCOG, hereinafter separately referred to as a "Party" or mutually referred to
as the "Parties".

Overview of Parties

AIDA

The Australian Indigenous Doctors' Association (AIDA) is the peak body representing Aboriginal and Torres Strait Islander medical students and doctors in Australia. AIDA's membership includes doctors across the medical specialties. Our purpose is to contribute to equitable health and life outcomes, and the cultural wellbeing of Aboriginal and Torres Strait Islander Peoples. We do this by striving to reach population parity of Aboriginal and Torres Strait Islander medical students and doctors and supporting a culturally safe healthcare system.

RANZCOG

The Royal Australian and New Zealand College of Obstetricians and Gynaecologists (RANZCOG) is the leading standards body responsible for the training and education of specialists and GP obstetricians in obstetrics and gynaecology in Australia and New Zealand. RANZCOG is committed to the establishment and maintenance of the highest possible standards of practice in women's health and provides programs in training, accreditation and continuing professional development that are responsive to the evolving health care needs of women. RANZCOG supports research into women's health and act as an advocate for women's healthcare by forging productive relationships with individuals, the community and professional organisations, both locally and internationally. RANZCOG is committed to supporting the entitlement of Aboriginal and Torres Strait Islander peoples to effective obstetrics and gynaecological care which is appropriate to their culture and needs.

PREAMBLE

AIDA and RANZCOG hereby agree to encourage and promote academic cooperation and exchange between the two respective organisations. The scope and procedural details of the MoU are delineated below:

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - OBJECTIVE

The objective of this MoU is to commit both Parties to a partnership by working together on matters of common concern, thus furthering their joint interest through academic collaboration in the areas of research, education, and faculty development and capacity building.

ARTICLE 2 - SCOPE OF COOPERATION

The Parties agree to encourage and promote the following activities in the area in Obstetrics and Gynaecology:

- a. Collaboration and participation in joint strategies to grow the numbers of Aboriginal and Torres Strait Islander doctors in the field of obstetrics and gynaecology
- b. Sharing or co-development of teaching resources, presentations, and symposia content to promote Aboriginal and Torres Strait Islander women's health, and cultural safety in everyday clinical practice, including training environments and other professional workplaces
- c. Collaboration in the development and implementation of a culturally safe training curriculum for all obstetrics and gynaecology trainees
- d. Encouraging and enabling Aboriginal and Torres Strait Islander trainee, Fellow and member interactions through joint meetings, conferences, symposia and on-site activity
- e. Facilitating mentoring relationships between Aboriginal and Torres Strait Islander medical students, trainees and Fellows
- f. Promotion and exchange of academic, educational and specialist knowledge in Aboriginal and Torres Strait Islander women's health through organisation of joint workshops, conferences, and symposia
- g. Collaboration in the promotion and encouragement of leadership and development opportunities for Aboriginal and Torres Strait Islander doctors and trainees in the field of obstetrics and gynaecology, and Aboriginal and Torres Strait Islander women's health
- h. Policy development and collaboration: production of joint statements, advocacy, collaborative engagement with government and key stakeholders
- i. Other activities such as deemed appropriate by mutual consent.



Priority activities/initiatives for the Parties are set out in the Schedule as attached.

The Parties agree that the scope of cooperation will be based on the shared commitment to the values of both AIDA and RANZCOG namely:

AIDA

- being respectful of our connections to the past, present and future
- pursuing social justice, Aboriginal and Torres Strait Islander and human rights
- maintaining cultural integrity, honesty, transparency and respect; and
- fostering the highest standards of professionalism and excellence

RANZCOG

- Advocacy - We are a leading voice for equity, social justice, fairness, and evidence-based policy.
- Education - We embrace the opportunity to learn, share knowledge and experience through innovation, discovery, and research.
- Excellence - We are committed to performance at the highest standard in our work, training, research, and support.
- Integrity - We act honestly, ethically and with accountability towards everyone and in everything we do.
- Kindness - We act with compassion and care towards ourselves and one another.
- Respect - We expect and promote inclusivity, valuing individual rights, beliefs, and choices.

ARTICLE 3 - DURATION

This MoU is valid for a period of 3 (three) years and will come into effect from the date of signing by both Parties. The operation of this MoU may be extended by documented mutual consent and signatures of both Parties .

ARTICLE 4 - FINANCIAL ARRANGEMENTS

The Parties agree that any specific project that arises from this MoU will need to be incorporated into a specific Memorandum of Agreement (MoA) and financial arrangements will have to be negotiated and agreed upon. Specific details for the implementation of activities will be developed mutually for each activity or project.

ARTICLE 5 - LEGAL EFFECT

The Parties acknowledge that this MoU does not create legal obligation between the Parties and is not legally enforceable, but that it does not diminish the intention of the Parties to comply with the terms, conditions, responsibilities, and undertakings stipulated in this MoU. Nothing in this MoU creates a partnership or joint venture between the Parties and does not authorise either Party to act as ' the representative or agent of the other Party.



ARTICLE 6 -TERMINATION

Either Party may terminate this MoU upon giving to the other party 6 (six) months' notice in writing of its intention to do so. In the event of termination, both Parties agree to protect the interests of staff and students currently participating in collaborative programs or initiatives and to provide all the support necessary to enable them to conclude those initiatives successfully.

ARTICLE 7 - SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation and/or implementation of this MoU shall be settled amicably in good faith through consultation or negotiation between the Parties without reference to any third party or any external tribunal.

ARTICLE 8 - CONFIDENTIALITY & INTELLECTUAL PROPERTY

The Parties shall not disclose or distribute any confidential information, documents, data received or supplied to the other during the implementation of this MoU to any third party except as authorised in writing to do so by the disclosing party. The Parties further agree to recognise each other's intellectual property rights in relation to the performance of the responsibilities of each party under this MoU.

ARTICLE 9 - FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected thereby shall give notice in writing to the other Party within 1(one) month of such occurrence or cessation.

ARTICLE 10 - MODIFICATIONS AND AMENDMENTS

This MoU may be varied and/or amended by mutual agreement of the Parties and any such variation shall be set out in writing and signed by the Parties.

ARTICLE 11 - DESIGNATION OF OFFICE

Each party shall designate an office and/or an officer which/who shall serve as liaison for implementing this MoU. Unless the other party is advised in writing, for AIDA, this office will be CEO, AIDA, (ceo@aida.org.au). For RANZCOG this office will be the Office of President and CEO, RANZCOG (president@ranzcog.edu.au).



IN WITNESS WHEREOF, the Parties hereto have affixed their signatures:

SIGNED on behalf of

**The Royal Australian and New Zealand College of
Obstetricians and Gynaecologists by**

Dr Benjamin Bopp

President

The Royal Australian and New Zealand College of
Obstetricians and Gynaecologists

Date: 15/2/2023.

Witnessed by: VASE JOVANOSKA

Signed:

Australian Indigenous Doctors' Association by

Dr Simone Raye

President

Australian Indigenous Doctors' Association

Date: 15/02/2023.

Witnessed by: VASE JOVANOSKA

Signed:



Schedule

Establish and/or maintain at least two meetings per year between the AIDA and RANZCOG CEOs
Provide an annual joint report on MoU outcomes/actions
Transparent and confidential data sharing including granular data of the College's Aboriginal and Torres Strait Islander applicants, trainees and fellows
Establish and/or maintain AIDA representation on the College's Aboriginal and Torres Strait Islander Women's Health Committee
Establish and/or maintain College membership of AIDA
Participation in each other's annual conference
Encourage the College's Board to participate in AIDA's cultural safety training
Jointly review the MoU in the last year of its current duration