



Health
Sydney
Local Health District

Sydney Local Health District

AND

University of Technology, Sydney

Memorandum of Understanding (MOU)

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SCHEDULE 1: MOU DETAILS

Duration of MOU	
Commencement Date	
Term	3 years
SLHD Details	
SLHD	Sydney Local Health District
Division	Nursing and Midwifery
Address	
ABN	
SLHD Representative	
Telephone	
Email	
University of Technology Sydney Details	
University of Technology Sydney	UTS
Division	Faculty of Health/School of Nursing and Midwifery
Address	UTS Building 10 Level 6, 235 Jones Street Ultimo
ABN	77 257 686 961 0
UTS Representative	Professor Kathleen Baird Head of School Nursing and Midwifery
Telephone	██████████
Email	████████████████████
Confidential Information	
Permitted Recipients	Members of the Pilot Governing Committee and UTS Executive

MEMORANDUM OF UNDERSTANDING

Parties

This MOU is made between:

**Sydney Local Health District ("SLHD"); and
University of Technology Sydney ("UTS").**

Background

- A. SLHD is a local health district established under the *Health Services Act 1997*. It employs around 13,000 people with tertiary teaching hospitals and is responsible for the health and wellbeing of more than 740,000 people living within the District boundaries. SLHD is committed to maintaining a pipeline of nurses and midwives to ensure a strong workforce into the future who are skilled and competent to deliver the highest level of person centred care.
- B. UTS is a leading university dedicated to ensuring its students achieve personal and professional achievement through tailored tertiary programs in nursing, midwifery and other health professions.
- C. SLHD and UTS wish to establish a collaborative partnership for a pilot program of Undergraduate Nursing and Midwifery Placements and Employment 2023-2026 (**the Program**). The program will achieve the mutual aims of the parties by ensuring that graduate nurses and midwives have an embedded knowledge of SLHD and are equipped with the knowledge, confidence and professional skills required to enter the workforce with high levels of confidence and skills.
- D. The Program will provide 100 undergraduate nursing students and 9 undergraduate midwifery students from UTS the opportunity to become a Sydney UTS Undergraduate (badged) following submission of an Expression of Interest and interview these students will be accepted onto the program and attend all clinical placements at SLHD health care facilities, across a variety of different specialties and wards. The program will be structured as follows:
 - a. **Year 1: 2023** - the Students will undertake supervised clinical placements in accordance with the NSW Health Student Agreement, which the parties will execute for the purposes of the Program (Annexure 1 to this MoU)
 - b. **Year 2: 2024** - the Students will be offered employment at SLHD as Assistants in Nursing on the Casual Nursing and Midwifery Pool in accordance with the NSW Health Policy Directive *Employment of Assistants in Nursing (AIN) in NSW Health Acute Care (PD2021_035)* which incorporates the *Assistants in Nursing working in the acute care environment - Health Service Implementation Package*.
 - c. **Year 3: 2025** - following satisfactory completion of the undergraduate degree, and subject to SLHD satisfaction with respect to previous clinical placements/employment, the Students will be offered a role to transition to Registered Nurse and Registered Midwife at SLHD.
- E. This MOU sets out the agreed understanding of the parties and basis upon which the arrangement is entered into. This MOU is not legally binding.

Operative Provisions

1. Interpretation

1.1 Definitions

In this MOU except where a contrary intention appears:

Business Day means any day that is not a Saturday, Sunday or gazetted public holiday in the State of New South Wales.

Commencement Date means the date of commencement of this MOU as provided in the MOU Details.

Confidential Information means any information disclosed (whether in writing or orally) between the Parties, including their Personnel, in connection with the performance of this Memorandum of Understanding whether before or after the Commencement Date, that:

- (a) is by its nature confidential;
- (b) is designated as confidential; or
- (c) the Consultant knows or ought to know is confidential,

and includes:

- (d) Personal Information;
- (e) Health Information; and
- (f) any information listed as Confidential Information in Schedule 1,

but does not include information which is or becomes public knowledge other than by breach of this Memorandum of Understanding.

Conflict of Interest means a situation where the exercise of a person's duty or decision-making is influenced, potentially influenced or may appear to be influenced, by a secondary interest, including (but not limited to) a private or business interest.

Dispute means any disagreement arising out of or in relation to this MOU.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), related legislation and any delegated legislation.

Health Information has the meaning contained in the *Health Records and Information Privacy Act 2002* (NSW);

MOU means this memorandum of understanding and includes any Schedules, other attachments and any other documents included by reference.

MOU Details means the details specified in Schedule 1.

Party means a party to this MOU and **Parties** means both of them.

Party's Representative means, in relation to each Party, the person named as such in the MOU Details or such other person as the Party may, from time to time, nominate in writing.

Permitted Recipient means a person to whom the Recipient is permitted to disclose the Confidential Information, either because:

- (a) the person is identified as a Permitted Recipient in Schedule 1; or
- (b) the disclosing Party has given its written consent to the other Party to disclose the Confidential Information to that Permitted Recipient; or
- (c) the disclosing Party has given its written consent to the other Party to disclose the Confidential Information to a class of persons to which the person is a member.

Personal Information has the meaning contained in the *Privacy and Personal Information Protection Act 1998* (NSW);

Personnel means any person employed or engaged by a Party.

Privacy Legislation means the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) and includes all regulations, directions, guidelines and codes of practice made under those Acts;

Schedule means a schedule to this MOU.

Sensitive Information means Confidential Information, Personal Information and Health Information.

Term means the duration of the MOU as specified in the MOU Details and includes any period of extension.

1.2 Construction

In this MOU, except where a contrary intention appears, the following rules apply:

- (a) A reference to legislation (including subordinate legislation) is a reference to that legislation as amended, consolidated, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (b) A reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have become exercisable by any other person or body in its place, will be taken to refer to the body established or constituted in its place by which its said functions have become exercisable.
- (c) If a word or phrase is given a defined meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning.
- (d) Words in the singular include the plural and vice versa.
- (e) References to 'person' or 'persons' will be taken to include any natural or legal person.
- (f) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (g) References to 'month' refer to a calendar month, and a 'year' means a period of twelve consecutive months.
- (h) The headings and index in this Memorandum of Understanding are for convenience only and do not affect the interpretation of this Memorandum of Understanding.

2. Term

- (a) This MOU commences on the Commencement Date and will continue for the Term unless earlier terminated.
- (b) The Parties may extend the Term of this MOU for a further period or periods by agreement in writing.

3. SLHD obligations

SLHD will:

- (a) Provide supervised clinical placements for the Students across a variety of SLHD facilities, wards and specialties to promote professional development and clinical skills.
- (b) Raise any conduct or performance issues with particular Students with the Pilot Governing Committee in a timely manner with UTS and ensure consultation with UTS on management of those issues in accordance with NSW Health policies and procedures.
- (c) Ensure UTS and the Students have access to and comply with applicable SLHD and NSW Health policies and procedures, including but not limited to:
 - (i) the NSW Health *Code of Conduct*
 - (ii) the *Privacy Manual for Health Information*
 - (iii) the *Consent to Medical and Healthcare Treatment Manual*.
- (d) Facilitate employment for the Students in Year 2 and again at the successful conclusion of the Student's studies as part of the NSW Health Service, as defined in the *Health Services Act 1997*.

4. UTS obligations

UTS will:

- (a) Develop and publish a request for Expression of Interest for undergraduate nursing and midwifery students commencing in academic year 2023 who are interested in the program and who are able to commit to the three year term of the program.
- (b) Interview respondents to the Expression of Interest to identify up to 100 successful students for the program.
- (c) Provide the education and training required to support the students in their profession as student nurses, Assistants in Nursing, Assistants in Midwifery and Registered Nurses and Registered Midwives in accordance with the tertiary curriculum.
- (d) Promote, and ensure the Students comply with the applicable SLHD and NSW Health policies and procedures, whilst on placement and employed at SLHD.
- (e) Ensure the Students are appropriately registered in accordance with the Health Practitioner Regulation (National Law).

5. Mutual obligations

Both Parties will:

- (a) Appoint the Representative and other relevant parties to sit on the Pilot Governing Committee (**PGC**). The PGC will:
 - (i) Develop the terms of reference and business rules for the program
 - (ii) Review the pool of Expressions of Interest from Students, and identify the successful applicants for the program
 - (iii) Review the circumstances of any Student who fails a course or performs unsatisfactorily on a clinical placement and take appropriate remedial action.
- (b) Comply with all applicable Laws in undertaking the program and ensure that all Students exercise skills, care and diligence to the best practice standards.
- (c) Execute a Student Placement Agreement in the form of Annexure 1 in respect of Year 1 of the program.

6. Relationship

- (a) In carrying out their respective obligations under this MOU, the Parties agree to co-operate in a timely and effective manner with each other and to act in good faith.
- (b) Neither Party is an employee, agent or partner of the other for any purpose

7. Sensitive Information

7.1 Use of Sensitive Information (Confidential, Personal and Health Information)

Both Parties must, in respect of any Sensitive Information provided to that Party by or on behalf of the other Party in connection with this MOU:

- (a) keep the Sensitive Information confidential and not disclose that information to any person without the prior written consent of the disclosing Party except as provided by this MOU;
- (b) use the Sensitive Information solely for the purposes of carrying out its obligations under this MOU and for no other purpose;
- (c) not permit the Sensitive Information to be reproduced except to the extent reasonably required to carry out its obligations under this MOU;
- (d) take all necessary precautions to prevent loss, unauthorised access to, unauthorised copying, misuse, modification or disclosure of the Sensitive Information;
- (e) not do anything that would cause the disclosing Party or its Personnel to breach their obligations under the Privacy Legislation;
- (f) comply with any reasonable directions given by the disclosing Party about the safekeeping, storage and return of Sensitive Information.

7.2 Compliance with Privacy Legislation

Both Parties must, to the extent that Personal Information or Health Information is provided or disclosed to that Party by or on behalf of the other Party in connection with this MOU, comply, and ensure that its Personnel comply, with:

- (a) any applicable Australian legislation relating to privacy;
- (b) any obligations imposed by the Privacy Legislation on the disclosing Party as if those obligations were imposed directly on the recipient Party rather than the disclosing Party; and
- (c) such reasonable directions as to privacy measures as notified by the disclosing Party from time to time.

7.3 Exceptions

This Clause (Sensitive Information) does not prevent disclosure of Sensitive Information by a Party:

- (a) to its Personnel, if disclosure is required to enable that Party to carry out its obligations under this MOU and the Personnel are made aware of the terms of this MOU; or
- (b) to the extent required or authorised by law provided that the Party required by law to disclose the Sensitive Information, immediately (and, wherever possible, prior to disclosure) notifies the other Party that the disclosure of that information is or may be required unless such notification is prohibited by law.

7.4 Notification of breach

A Party must immediately notify the other Party in writing upon becoming aware of any breach by it or its Personnel of this Clause (Confidential, Personal and Health Information) and take all reasonable steps to stop the breach and/or further breaches.]

8. Intellectual Property

- (a) In this Clause 8 (Intellectual Property):

Intellectual Property means all industrial and intellectual property rights whether created now or in the future, whether recognised in Australia or overseas, whether or not they are registered or capable of being registered and includes (without limitation), the rights in patents, knowhow, copyright, designs, semi-conductor or circuit layout rights, trademarks, trade secrets, plant breeder's rights, business or company names or other proprietary rights.

- (b) Nothing in this MOU affects a Party's ownership of Intellectual Property in existence at the Commencement Date.
- (c) All Intellectual Property created as part of the Program will be dealt with in accordance with the NSW Health Policy Directive *Intellectual Property Arising from Health Research* (PD2005_370) and by the UTS Intellectual Property Policy, other than Intellectual Property developed as part of a Student's thesis, which will be owned by the Student.

9. Resolution of Disputes

- (a) Both Parties agree to attempt to act in good faith in carrying out their obligations under this MOU and to attempt to resolve any Dispute in good faith.
- (b) The parties will notify, in writing, the Pilot Governing Committee of any dispute for the Representatives to attempt to resolve. If the Representatives cannot resolve the dispute within 30 days of the notification of the dispute, it shall be escalated to the SLHD Chief Executive and UTS Provost/Faculty of Health Dean for resolution.

10. Conflict of Interest

- (a) Each Party must notify the other in writing, immediately upon becoming aware of the existence or potential of a Conflict of Interest of it or its Personnel associated with the performance of this MOU.
- (b) Both Parties agree to comply with any reasonable direction given by the other Party to appropriately manage the Conflict of Interest.

11. Non-binding Memorandum of Understanding

- (a) This MOU does not create legally enforceable rights or obligations for either Party.
- (b) This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
 - (i) no reliance will be placed on it;
 - (ii) it does not constitute an obligation binding either side;
 - (iii) it does not contain all matters upon which agreement must be reached in order for an agreement to be consummated;
 - (iv) it creates no rights in favour of either party; and
 - (v) for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on any person to proceed with an agreement.

12. Termination

Either Party may terminate this MOU by giving the other Party thirty (30) Business Days written notice.

13. Miscellaneous**13.1 Notices**

A notice under this MOU must be in writing and delivered to the address or email address for the recipient Party recorded in the MOU Details or such other address as may be nominated by the relevant Party from time to time.

13.2 Amendment

All variations to this MOU and all consents, approvals and waivers made under this MOU must be evidenced in writing with variations to be signed by both Parties.

13.3 Legal costs

Subject to any express provision in this MOU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this MOU.

13.4 Applicable law

This MOU is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales. Each Party submits to the exclusive jurisdiction of the Courts exercising jurisdiction in the State of New South Wales.

EXECUTION

Signed for and on behalf of Sydney Local Health District

Name: *Terese Anderson*



Position: *Chief Executive*

DATE: *5-9-21*

Signed for and on behalf of University of Technology Sydney

Name: Debra Anderson

Signature:



Position: Dean Faculty of Health

DATE:

Annexure 1 - Student Placement Agreement between UTS and SLHD

https://www.heti.nsw.gov.au/_data/assets/pdf_file/0006/658680/NSW-Health-Student-Placement-Agreement-2021.pdf

