

Memorandum of Understanding



Australian & New Zealand Trauma Society

ABN 35 665 490 453

And

**Australian and New Zealand Association for the Surgery of
Trauma.**

ABN 50 149 345 371





This Memorandum of Understanding is dated effective from the 1st day of July 2024 or on the last date signed by the execution of the agreement by either party, whichever the later.

BETWEEN:

Australian & New Zealand Trauma Society, ABN 35 665 490 453 of Suite 5.02, 655 Pacific Highway St Leonards NSW 2065 Australia (also known as ANZTS)

And

Australian and New Zealand Association for the Surgery of Trauma, ABN 50 149 345 371 of Suite 5.02, 655 Pacific Highway St Leonards NSW 2065 Australia (also known as ANZAST)

BACKGROUND

- a. ANZAST and ANZTS (formerly known as ATS) have had an ongoing relationship since 2012. With the initial MOU was presented and accepted at the following meetings:
 - Australian and New Zealand Association for the Surgery of Trauma Executive Meeting: 5th September 2012. 6:00PM AEST. Via Teleconference.
 - 16th Australasian Trauma Society Annual General Meeting: 27th October 2012. 3:00PM (AWDST). Perth Convention and Exhibition Centre, Perth, WA.
- b. ANZTS is a multidisciplinary society that brings together those who are treating, researching and teaching in traumatic injury as well as those wanting to learn more with the aim to provide the highest standard of trauma care in Australasia.

Objectives of ANZTS are to pursue the following charitable purpose(s):

- To promote and develop the highest standards of patient care, education and organisation in the field of trauma in order to deliver the best possible patient outcomes
- To foster and promote scientific research into all aspects of Trauma Care
- To provide opportunities for all those involved in Trauma Care in Australasia to further their scientific knowledge and exchange information in this field
- To promote communications and relations with international organisations involved in Trauma Care.
- To actively partner with other affiliated organisations with similar purposes for the benefit of the ANZTS.
- To apply the property and resources of the Company in the best possible way to advance the objects of the ANZTS.
- To ensure members operate in an ethical and professional manner at all times.

ANZTS in line with our objectives wishes to have more collaborations in Australia and New Zealand with similar goals in the prevention, treatment, research and education in the field of traumatic injury and has discussed this goal with Australian and New Zealand Association for the Surgery of Trauma.

- c. ANZAST, Australian and New Zealand Association for the Surgery of Trauma

Surgical specialty societies exist to serve their members in a particular surgical specialty. Some reach across several surgical disciplines. These societies work under memoranda of understanding with the RACS to administer and deliver surgical training programs, post fellowship training programs, and convene the specialty program at the RACS Annual Scientific Conference. Surgical specialty societies also advocate for the care of their patients as well as the surgeons who treat them.

ANZAST was formed to oversee post-surgical Fellowship experience in the care of injured patients, to promote excellence in surgical care of trauma patients and to advocate on behalf of severe trauma patients and the surgeons who care for them.

Objectives of ANZAST

- improve trauma patient care;
 - advance education, training and research in the practice of trauma surgery;
 - advance the science of trauma surgery;
 - improve trauma systems;
 - develop trauma surgery as a profession with high professional standards;
 - provide authoritative advice, information and opinion to other professional organisations, governments and the public; and
 - enhance collaboration with other professional organisations with similar objects.
- d. ANZAST wishes to collaborate with organisations and associations with similar goals.
- e. The parties wish to establish a collaborative relationship promoting trauma prevention, education and management and through this collaboration (the “**Collaboration**”).
- f. The parties wish to record their agreement as follows.

1. **Purposes of Memorandum of Understanding (MOU)**

The purposes of this MOU are to:

- a. set out the roles and responsibilities of the parties in the Collaboration.
- b. articulate the roles and responsibilities of ANZAST and ANZTS in relation to membership
- c. ensures effective communication between the parties and provide a framework for dialogue between the two groups
- d. identifies the obligations of the parties to meet the objectives of the Collaboration.
- e. establish a clear pathway for the further development of the relationship and fostering the goals of each organization

2. **Intention to Create Legal Relations**

- a. This MOU is intended not to create legal relations between the parties.
- b. ANZAST and ANZTS (formerly known as ATS) has had an ongoing relationship since 2012, as documented in a previous MOU. This agreement supersedes the previous agreement, once enacted.
- c. The term of this MOU is five years, reviewed annually by the nominated representatives, commencing on the date that the last party has signed this MOU, unless another date is

This agreement is printed without alteration or erasure.

agreed on in writing by the parties ("**Term**"). The term may be extended in writing by agreement of both parties.

3. Nature of the Collaboration

The parties intend to establish a relationship between the respective organisations for mutual benefit.

4. Resources and facilities

- a. Unless otherwise stipulated, each party will fund any costs incurred by it in relation to the Term of the Collaboration.
- b. Unless otherwise stipulated, funding secured from specific projects entered within the collaboration each party will fund costs incurred by either party related to that project, with any reserve held for future collaborative projects or mutually agreed activity or expense.

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5. ANZTS Obligations (Australian & New Zealand Trauma Society)

ANZTS agrees to:

- a. Examine opportunities to further collaborate with ANZAST by mutual agreement.
- b. Provide its membership access to this memorandum of understanding.
- c. Establish a reciprocal benefits package as outlined below:

Overarching

- a. The logo of ANZAST and profile (mission and activities) will be on the ANZTS website as a collaborating organisation.
- b. The ANZTS will provide a liaison officer (a surgeon) directly to communicate ANZAST activity, particularly as it relates to ANZAST.
- c. Profile the ANZAST within the Quarterly ANZTS Trauma Talk Newsletter at least annually.
- d. Where issues raised at the ANZTS board meeting directly relate to ANZAST, a representative of ANZAST will be invited to attend.

Joint Education

- e. ANZTS will advertise the ANZAST education events to its membership.
- f. ANZTS will invite ANZAST to participate in joint education events.

Representation, policy activity

- g. When requested, a member of each organisation may be appointed to a group of representatives to collaborate on joint initiatives and participation in policy activities.
- h. Extend invitations to nominated members of ANZAST to participate in ANZTS relevant committees or groups.
- i. Where multiple organisations are involved, a convocation may be called to ensure representation from each organisation.

Research

- j. Both organisations, separately and together, actively promote research fostering trauma prevention, care and outcomes. This may include development of a multi-organisation research grant (subject to a separate MOU). It is proposed every effort be made to foster cooperative and multi-institutional and multi-region research.

Joint Membership

- k. Members of ANZAST will be offered a joint membership arrangement with ANZTS. Joint membership includes full membership rights and benefits of ANZTS. Joint members are bound by the constitutions of both organisations. In line with the Appendix to this agreement: Statement of Shared Membership it is agreed.
 1. ANZAST will collect the annual fees for both ANZAST and ANZTS for members electing to be joint members.
 2. ANZAST will absorb a 5% discount off the ANZAST annual membership fee, and ANZTS will absorb 5% off the ANZTS annual fee.
 3. ANZTS annual membership fees, minus the 5% discount for joint membership will be communicated to the secretariate of ANZAST no later than 1st June each year.
 4. ANZAST will provide regular notification of joint members details no less than quarterly to ANZTS.
 5. ANZAST will transfer the ANZTS portion of the joint membership fee at least quarterly to ANZTS.
 6. ANZTS will direct joint membership renewals and requests to the ANZAST website via the ANZTS membership page.

6. ANZAST Obligations (Australian and New Zealand Association for the Surgery of Trauma)

ANZAST agrees to:

- a. Examine opportunities to further collaborate with ANZTS by mutual agreement.
- b. Provide its membership access to this memorandum of understanding.
- c. Establish a reciprocal benefits package as outlined below:

Overarching

- a. The logo of ANZTS and profile (mission and activities) will be on the ANZAST website as a collaborating organisation.
- b. The ANZAST will provide a liaison officer directly to communicate ANZTS activity, particularly as it relates to ANZTS.
- c. Profile the ANZTS within the ANZAST membership Newsletter at least annually.
- d. Where issues raised at the ANZAST board meeting directly relate to ANZTS, a representative of ANZTS will be invited to attend.

Joint Education

- e. ANZATS will advertise the ANZTS education events to its membership.
- f. ANZATS will invite ANZTS to participate in joint education events.

Representation, policy activity

- g. When requested, a member of each organisation may be appointed to a group of representatives to collaborate on joint initiatives and participation in policy activities.
- h. Extend invitations to nominated members of ANZTS to participate in ANZAST relevant committees or groups.
- i. Where multiple organisations are involved, a convocation may be called to ensure representation from each organisation.

Research

- j. Both organisations, separately and together, actively promote research fostering trauma prevention, care and outcomes. This may include development of a multi-organisation research grant (subject to a separate MOU). It is proposed every effort be made to foster cooperative and multi-institutional and multi-region research.

Joint Membership

- k. Members of ANZTS will be offered a joint membership arrangement with ANZAST (where members meet ANZAST membership criteria). Joint members are bound by the constitutions of both organisations. In line with the Appendix to this agreement: Statement of Shared Membership it is agreed
 1. ANZAST will collect the annual fees for both ANZAST and ANZTS for members electing to be joint members.
 2. ANZAST will absorb a 5% discount off the ANZAST annual membership fee, and ANZTS will absorb 5% off the ANZTS annual fee.
 3. ANZTS annual membership fees, minus the 5% discount for joint membership will be communicated to the secretariate of ANZAST no later than 1st June each year.
 4. ANZAST will provide regular notification of joint members details no less than quarterly to ANZTS.
 5. ANZAST will transfer the ANZTS portion of the joint membership fee at least quarterly to ANZTS.

6. ANZTS will direct joint membership renewals and requests to the ANZAST website via the ANZTS membership page.

7. Representatives

- a. For the day-to-day purposes of administering this MOU, ANZTS and ANZAST will each nominate a representative (**Representative**) as follows:

ANZTS Representative Secretariate ANZTS	ANZAST Representative Secretariate ANZAST
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- b. ANZTS and ANZAST may change details of their respective Representative by notifying the other party in writing.

8. Authorisation of this agreement

- a. The parties acknowledge that this agreement is to be approved by the Board of Directors of ANZTS prior to execution.
- b. The parties acknowledge that this agreement is to be approved by ANZAST Executive prior to execution.

9. Confidentiality

- a. The parties acknowledge that any information, material or document belonging to or in the possession of a party ("**Disclosing Party**") which is provided to the other party in relation to this MOU ("**Receiving Party**") including, without limitation, information which:
- (i) is personal information, health information or confidential information as defined in applicable privacy or other relevant laws; or
 - (ii) is created by or on behalf of or in connection with this MOU, including the terms of this MOU; and
 - (iii) was not already available in the public domain, including, without limitation, know-how and data is strictly confidential (**Confidential Information**).
- b. Except as stated in this MOU, the Receiving Party must not, and must ensure that its employees do not, disclose any Confidential Information to any person, other than its employees who need to know for the purposes of the Collaboration and are subject to contractual or other duties of confidentiality to the Receiving Party at least equivalent to the duties of confidentiality imposed upon the Receiving Party under this MOU, its professional advisers or as required by law, or use any Confidential Information except for the purposes of the Collaboration, without the prior written consent of the Disclosing Party.

10. Intellectual Property

- a. Each party will retain ownership of any intellectual property rights owned by that party prior to commencement of this MOU including in respect of materials made available by a party for the purposes of this MOU.

- b. Any and all intellectual property rights arising as a result of or in relation to the Collaboration will vest in the party primarily responsible for developing it or, if developed jointly, by both parties as tenants in common.
- c. Each party grants to the other party a non-exclusive licence to use its Background IP to the extent necessary to conduct the Collaboration.

11. Variation

This MOU may only be amended by agreement in writing between the parties.

12. Dispute Resolution

Any dispute arising under this MOU will be discussed in good faith by the Representatives of the parties and if not resolved within 21 days of first arising, will be referred for resolution to the PRESIDENT of each party.

13. Termination

- a. The parties may mutually terminate this MOU by agreement in writing.
- b. Either party may terminate this MOU if the other party is in breach of this MOU and fails to rectify the breach within 90 days of receipt of a written notice from the other party identifying the breach and requiring it to be rectified.

Execution

Signed for and on behalf of **ANZTS**

A handwritten signature in black ink, appearing to read "D Varma", is written over a dotted line.

Electronically signed.....

Name:....Prof Dinesh Varma.....

Title:....President ANZTS.....

Signed for and on behalf of **ANZAST**

A handwritten signature in blue ink, appearing to read "Katherine Martin", is written over a dotted line.

Electronically signed

.....

Name:Dr Katherine Martin.....

Title:President ANZAST.....

Appendix: Statement of Shared Membership

Membership of ANZAST is available only to surgeons and surgical trainees. Members of ANZAST fall into two broad categories – those for whom surgical trauma care is the main focus of their clinical practice and those for whom surgical trauma care is part of their practice.

Many surgeons have contributions to make to the care of the injured as described in the Constitution of the ANZTS and would value the benefits of membership of the ANZTS. The ANZTS in turn would benefit from having a greater number of surgeons amongst their membership. To simplify the process for simultaneous membership of both the ANZAST and the ANZTS it is proposed that there be a class of membership of the ANZAST that includes membership of the ANZTS

The ANZTS has some members who are surgeons. Similar reciprocal benefits would ensue if these surgical members of the ANZTS were also members of the ANZAST.

A single membership fee would entitle joint members to all the benefits of ANZAST and the ANZTS. For administrative simplicity it is proposed that joint membership is managed by ANZAST and this organisation collects the fees for joint membership and forwards the names and relevant component of the fees to the ANZTS.

Benefits of Joint Membership

Benefits resulting from membership of the ANZTS include:

- Subscription to INJURY
- ~ Full electronic access to the journal
- ~ Hard copy issues of the non-Orthopaedic issues Jan/May/Sept (optional with fee)
- Quarterly newsletter - Trauma Talk
- Reduced registration at the annual ANZTS Trauma conference

Benefits resulting from membership of ANZAST include:

- Subscription to the Journal of Trauma and Acute Care Surgery
- ~ Full electronic access to the journal
- ~ Hard copy issues monthly
- Access to members only CPD program
- Reduced registration at ANZAST meetings and workshops