
Memorandum of Understanding (MoU)

Representing an Arrangement between

**Sopas District and Enga Provincial Hospitals, Enga Health
Province Authority (EHPA), Enga Province, Highlands of
Papua New Guinea**

And

DOCTORS ASSISTING IN SOUTH-PACIFIC ISLANDS

For

SPECIALIST TRAINING MISSIONS

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1. Background

Doctors Assisting in the South-Pacific Islands (DAISI®) is a not for profit organisation registered with the Australian Government as a tax-deductible charity, aimed at providing medical and surgical specialist assistance and teaching to doctors and nurses of the South-Pacific Islands including the Papua New Guinea, Vanuatu, Kiribati, Solomon Islands, Tonga, Samoa, Fiji, Tuvalu & Cook Islands.

DAISI members do not operate for the profit or personal gain. All DAISI members are volunteers, receiving no payment for their work, and paying their own way for volunteer trips to the South Pacific.

A core objective of DAISI is to assist and support existing services, with an emphasis on collegiate cooperation of the Ministry for Health in the country visited.

Teaching is fundamental to surgical and medical visits, with this being the most important objective, even more important than specialist service delivery, with an assumption that local doctors and nurses will participate in visits for the purpose of learning new skills.

DAISI seeks to provide services where they are requested, most needed, and adequately prepared for in order to ensure maximal benefit to the visited country.

Although DAISI's primary purpose is to provide specialists personnel in all fields of medical and surgery. It also attempts to provide donated quality surgical equipment from Australia and New Zealand that is requested or required, with an emphasis on re-usable rather than disposable equipment, to reduce the risk of pollution and land-fill.

2. Co-ordinating Authorities

1.1. The co-ordinating authorities will be:

1.1.1. Sopas District Hospital and Enga Provincial Hospital, Enga Province of Papua New Guinea, and the Enga Province Health Authority (EPHA)

1.1.2. For DAISI and its elected Office Bearers consisting of the Chair (a/Prof Matthew Rickard) Co Deputy Chairs (Dr Daniel Kozman & Prof Christophe Berney), Secretary (Dr Gary McKay) and Treasurer (Dr Santee Santhanam).

1.2. Subject to the overall responsibility of the Sopas District and Enga Provincial Hospitals (PNG) and Enga Province Health Authority (EPHA)

1.3. for implementation and coordination of activities under this MoU, the co-ordinating authorities will be responsible for the co-ordination of the project which functions will include but not be limited to:

1.3.1. Establishing priorities under the project;

- 1.3.2. Choosing activities for implementation under the project;
- 1.3.3. Monitoring, reviewing and reporting to the two parties on the management of the project; and
- 1.3.4. Recommending to all parties any appropriate changes to the project including budget and future development.

2. Objectives and scope

- 2.1. All parties will co-operate in a project in support of DAISI specialist training missions. The main objectives are:
 - 2.1.1. Teaching specialist medical and surgical skills to local doctors and nurses.
 - 2.1.2. Providing specialist medical and surgical and anaesthetic services and expertise currently not available in the visited country.
 - 2.1.3. Promote health and wellness through primary and secondary health care measures.
 - 2.1.4. Provide donated medical equipment and supplies when available.
- 2.2. A timeframe for delivery of services is to be developed by the co-ordinating parties prior to service delivery.

3. Nature of the Collaboration

- 3.1. DAISI will provide:
 - 3.1.1. Visiting specialist doctors free of charge for one to two week visits to Sopas District and Enga Provincial hospitals when requested and adequately prepared for by Sopas District and Enga Provincial Hospitals(PNG) and the Enga Province Health Authority (EPHA)
- 3.2. The Sopas District and Enga Provincial Hospital will provide:
 - 3.2.1. Provision of administrative support for the project, including but not limited to any exemption request towards DAISI specialist training missions project supplies or DAISI project personnel; and
 - 3.2.2. In country administrative support for organisation of support to activities in liaison with DAISI personnel.
 - 3.2.3. Free registration to DAISI members who meet criteria for temporary medical and nursing registration to practice in PNG.
 - 3.2.4. Necessary screening and recruitment of patients for specialist visits.
 - 3.2.5. Necessary medical and nursing staff to ensure the safe delivery of specialist services and teaching.

- 3.2.6. Doctors from Sopas District and Enga Provincial Hospitals (PNG) to attend DAISI specialists training missions who specifically require training in specialty areas of medicine and surgery in order for DAISI to meet its key objective of training local doctors.

4. Definitions and Interpretations

4.1. In this MoU:

- 4.1.1. *"Activity"* means any discrete unit of development assistance as covered under this MoU.
- 4.1.2. *"Dependant"* means the spouse, including the defector spouse and dependent minor children of the DAISI Project Personnel or any other person recognised by the two parties as a dependent of a member of the project personnel.
- 4.1.3. *"Intellectual Property"* includes all copyrights, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how, all rights subsisting in the national legislation of any other sovereign state, including protection conferred upon circuit layout of semi-conductor ships or similar technology and all other intellectual property as defined by Article 2 of the "Convention Establishing the World Intellectual Property Organisation of July 1967" and amended on the 28th September 1979.
- 4.1.4. *"Personal and household effects"* means any goods imported by project personnel for personal use of PROJECT ABBREVIATION personnel or their dependants, excluding food and drink.
- 4.1.5. *"Project"* means a self-contained activity based on a mutually approved design and involving the provision of DAISI funded services and project supplies.
- 4.1.6. *"PROJECT ABBREVIATION Project Personnel"* means persons working in Angau Memorial General Hospital, Lae (PNG) on an activity under this MoU who are not permanent residents of the PNG.
- 4.1.7. *"PROJECT ABBREVIATION Project Supplies"* means those supplies that are required for the purposes of the activities covered under this MoU which may be imported or purchased from local industry.

5. Terms of the Agreement

- 5.1. This MoU will take effect from the date of signature and will remain in effect for five years.
- 5.2. Thereafter it may be renewed for a period of up to three year, subject to a review no later than one month prior to the expiry of the initial period of validity. Renewal of the agreement will be in writing, signed by both parties.
- 5.3. The responsibilities of the two parties for development activities being carried out will continue until completion of such development activities as if this MoU remained in effect in respect of and for the whole duration of such activities.

- 5.4. Termination of the MoU may occur on written application by either party with a minimum notice period of one month.
- 5.5. Partnership with Sopas Hospital and Enga Provincial Health Authority (EPHA) is on the understanding the Sopas Hospital and EPHA agree to abide by the Australian Council For International Development (ACFID) Code of Conduct when it comes to Child Safety and Protection.
- 5.6. DAISI also requires its participating partners to be adherent to the Australian Council For International Development (ACFID) Nine Principles and their Code of Conduct & Policies in all matters relating to the protection and prevention of harm to Children, Vulnerable Adults, the Environment, Disabled or disadvantaged Individuals.
- 5.7. DAISI does not require its partners to have their own policies on these matters, but does require partners to be familiar with and agree in principle to abide by these nine ACFID principles underpinning its Policies and codes of conduct.. A complete listing of these principles is found on the DAISI website: <https://daisi.com.au/daisi-compliant-to-code-of-conduct/>
- 5.8. All DAISI partners must sign an acknowledgement form indicating that they know, understand and will follow the ACFIC Child Safeguards Policy. This signed agreement is kept on file by the relevant DAISI office.

6. Project Coordination

- 6.1. In respect of an activity arranged under the project, a Project Control Group (PCG) has been established within the MOH to:
- 6.1.1. Monitor, review and report on progress to all parties,
 - 6.1.2. Recommend to all parties any appropriate changes in the activity including budget and future development, and
 - 6.1.3. Undertake such other functions as may be set out in subsequent activity agreements.
- 6.2. The Chairman of the PCG will be appointed by the Director General (DG) of the MOH and will include members from both Corporate Services and Curative Services Directorates of the MOH.
- 6.3. Unless otherwise mutually arranged between the two co-ordinating authorities, the PCG will meet at least twice a year at mutually acceptable times and places by nominated representatives of each party.

7. Monitoring and Evaluation

- 7.1. An evaluation of progress of each activity may be made by a joint review team appointed by both parties. The purpose of such evaluation will be to assess the effectiveness of activities, conduct quality assurance checks, and identify lessons for improving future activities.

- 7.2. Written reports on progress will be provided by DAISI to the PCG on a minimum of a 12-monthly basis on a format to be provided by the PCG in July and January, to cover the previous 12-months of project operations.
- 7.3. Other status reports may be provided on a frequency to be determined by both parties, either verbal or in written format.

8. DAISI Specialist Training Missions Project Personnel

- 8.1. In order to facilitate the engagement of DAISI Specialist Training Missions Project personnel required to implement the project, Sopas district hospital and Enga Provincial Hospital will, in respect of such personnel,
 - 8.1.1. Grant exemption from (or arrange payment thereof) import and other duties on personal and household effects, with the exception of consumable items;
 - 8.1.2. Expedite the issue of all documentation required for the entry of, and performance of work by, DAISI Specialist Training Missions Project personnel; and
 - 8.1.3. Expedite the issue of all licences and other documentation and grant any necessary permission required for the performance of the work under the MoU by the DAISI Specialist Training Missions Project Personnel and meet all costs and charges associated with such licences, documentation or permission.
- 8.2. DAISI Specialist Training Missions Project Personnel who are permanent residents of the PNG at the time of the commencement of the activity under which they are engaged are excluded from the definition of DAISI Specialist Training Missions Project Personal for the purposes of the previous clause.

9. DAISI Specialist Training Missions Project Supplies

- 9.1. In respect of DAISI Specialist Training Missions Project Supplies the Sopas District and Enga Provincial hospital will:
 - 9.1.1. Be responsible for all formalities of clearance including exemption of all import duties, service tax and port tax, and other levies of a similar nature.
 - 9.1.2. Assist in the organisation for expeditious transport from the first port of call for the particular aircraft or vessel in PNG to the project site, in the absence of in-country DAISI Specialist Training Missions Project Personnel.
 - 9.2. DAISI Specialist Training Missions Project Supplies will be available only for the purposes of the project and will not be withdrawn from that use without the consent of the DAISI Authority.
10. At the completion of the project activities all DAISI Specialist Training Missions Project Supplies will become the property of the Sopas District and Enga Provincial Hospital, (PNG) Value Added Tax (VAT)

- 10.1. Supplies of goods or services made in respect of the project that are made directly to DAISI from within PNG will not be subject to VAT, with no money payable by DAISI for these goods and services.

11. Resources, Facilities and Sharing of Costs

- 11.1. Under this MoU the development works will be conducted at Sopas District and Enga Provincial Hospital.
- 11.2. DAISI will meet costs incurred relating to the flights to and from Wapenamanda airport in the Highlands of PNG by DAISI Specialist Training Missions Project Personnel for each activity as covered by the contract agreement, with each DAISI member volunteering their services, and working free of charge for Sopas District and Enga Provincial Hospital, PNG.
- 11.3. Ministry for Health.
- 11.4. Sopas District and Enga Provincial Hospitals and the Enga Health Provincial Authority will:
 - 11.4.1. Ensure that during each activity, those areas required to be used, will be available with minimal risk or disruption to staff and patients;
 - 11.4.2. Ensure that Sopas District and Enga Provincial Hospital and the Enga Health Provincial Authority meet the costs associated with picking DAISI volunteers up from Wapenamanda airport on their arrival and dropping them back to Wapenamanda airport in a secure manner.
 - 11.4.3. Ensure that Sopas District and Enga Provincial Hospital and the Enga Province Health Authority accommodate DAISI members on the hospital compound at Sopas District Hospital, and meet their food expenses while volunteering.

12. Financial arrangements

- 12.1. Funding for return overseas flights to Wapenamanda airport of visiting volunteers is provided by DAISI volunteers who will work voluntary, free of charge for Sopas District and Enga Provincial hospital, PNG. Where commitment is required by the GoV of PNG, this is dependent on Parliamentary approval of appropriations for recurrent budget allocation.
- 12.2. Project or activity financial disbursement estimates to be developed to support activities covered under this MoU will be indicative planning figures and are not confirmation of financial commitments.

13. Quality Assurance

- 13.1. All services provided as part of the DAISI Specialist Training Missions are to be in accordance with best practice and acceptable standard within PNG or within New Zealand and Australia, where a national standard does not exist.
- 13.2. All goods provided as part of the DAISI Specialist Training Missions are to be accepted by Sopas District and Enga Provincial hospital prior to introduction

into service. Some donated recently expired goods may be used for surgical activities, providing the packaging is intact, and storage has been appropriate realising that shelf life on most items is twelve months longer than the arbitrary "used by date" stated on the goods packaging.

14. Communications

- 14.1. A stakeholder list will be developed for the purposes of project information sharing and any subsequent communications planning.
- 14.2. A representative for each party is to be identified within 7 days of the signing of this MoU for receipt of any formal communications.
- 14.3. All conversations, meetings and agreements are to be recorded in minute format and circulated to the stakeholders as previously identified.

15. Intellectual Property

- 15.1. All parties will discuss and jointly determine:
 - 15.1.1. The equitable allocation of ownership of all intellectual property arising directly or indirectly from collaborative projects under this Arrangement;
 - 15.1.2. The equitable licensing of such intellectual property; and
 - 15.1.3. Where it is within their power, the equitable licensing of such other intellectual property as is necessary for the utilisation of the results of the project.
- 15.2. In fulfilling their commitments under clause 15.1, the parties will have regard to relevant considerations, including:
 - 15.2.1. The intellectual contributions of each party;
 - 15.2.2. The financial contributions of each party;
 - 15.2.3. The contribution of intellectual property, materials, research effort and preparatory work of each country;
 - 15.2.4. The facilities provided by each party; and
 - 15.2.5. Such other considerations as the parties may mutually determine.
- 15.3. Each party will not, without the written approval of the other party, make any use of intellectual property contributed to, or arising from this MoU or activities under this MoU, nor do anything prejudicial to the intellectual property rights of that other party.

16. Facilitation of Activities

- 16.1. Sopas District and Enga Provincial hospital will use its best endeavours to facilitate the implementation of activities under this MoU.

- 16.2. Sopas District and Enga Provincial hospital staff will provide necessary screening of patients prior to planned surgical visits, to facilitate maximum capture of patients requiring specialty surgery.
- 16.3. In the interest of security and safety of DAISI volunteers, Sopas District and Enga Provincial hospital will organise escorted pick up from the airport on arrival and drop off to the airport on departure.
- 16.4. The CEO and medical administration will meet and debrief with each DAISI team at the completion of each visit to allow discussion and assessment of the success of the trip, and to identify areas for improvement.

17. Media

- 17.1. All reports, articles and interviews arising as the result of the activities are to be approved by the co-ordinating Authorities prior to release to media outlets in PNG.

18. Settlement of Disputes

- 18.1. All parties will consult together at any time upon request of either party regarding a matter to the terms of the MoU and will endeavour jointly in a spirit of co-operation and mutual trust to resolve any difficulties of misunderstandings which may arise.

19. Amendments

- 19.1. The MoU may be amended and supplemented at any time by an arrangement in writing between the co-ordinating Authorities.

20. Warranty

- 20.1. DAISI will ensure that all materials or DAISI Specialist Training Missions Project Supplies eligible for cover under warranty arrangement by original suppliers are to be signed across to Enga Health Province Authority (EHPA) as the end user. If required, an end user certificate may be signed.

21. Registration of DAISI volunteers

- 21.1. DAISI will ensure that all doctors and nurses volunteering with DAISI in the Enga Province of Papua New Guinea have a completed application and necessary supporting documents including Working With Children Check (WWCC) and National Police Certificate (NPC), for temporary medical registration with the Papua New Guinea Medical & Dental Board, and nursing registration with the Nursing Board, Ministry of Health (whichever is applicable), no later than two months prior to planned volunteering to allow adequate processing time.
- 21.2. Enga Provincial Health Authority Partners will ensure that adequate steps are taken to present for processing and approval for medical and nurse registration all volunteer applications in a timely manner, so as to not impeded the planning of volunteer activities.

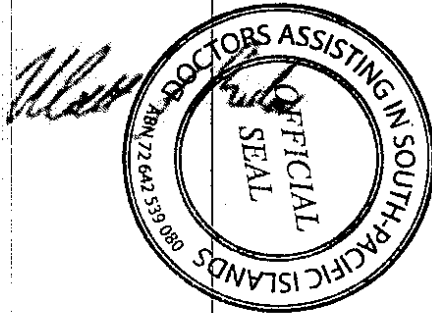
22. Protection of volunteers by Enga Provincial Health Authority

- 22.1. While DAISI members including nurses and doctors are working voluntarily with their Enga Provincial Health Authority (EPHA) partners on agreed joint projects, DAISI members will be considered as practicing under the auspices and protection of Enga Provincial Health Authority (EPHA) benefiting from the same level of protection that other registered nurses and doctors working for the Enga Provincial Health Authority (EPHA) would receive while working for Enga Provincial Health Authority (EPHA).
- 22.2. This protection is dependent on DAISI members practicing strictly in compliance with local Enga Provincial Health Authority (EPHA) authorities and health standards, being at all times registered with the relevant regulatory body, and practicing strictly within the terms of reference of the agreed project, and within their qualification and usual scope of practice.

23. Effective dates and Signatures

Signed in Duplicate at Sopas District Hospital (PNG) on this 6th day October 2020

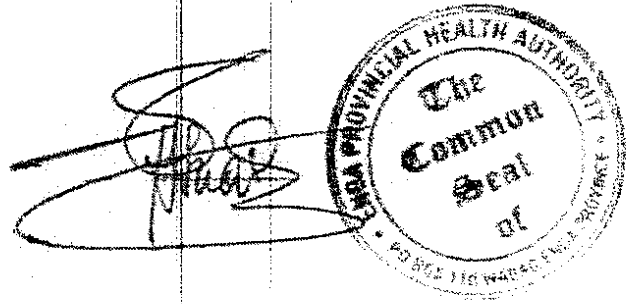
For DAISI



Name: a/Prof Matthew Rickard

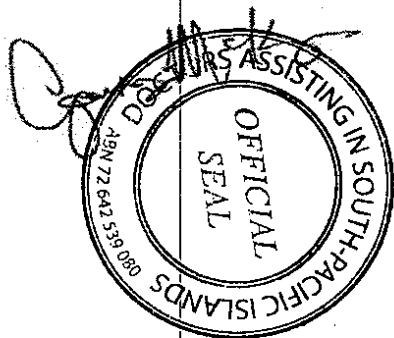
Position: DAISI Chairman

For the Sopas District & Enga Provincial Hospital



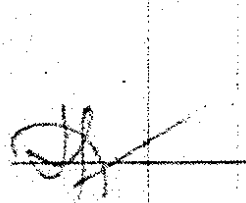
Name: Mr Aaron Lui

Position: CEO Enga Health Province Authority (EHPA)



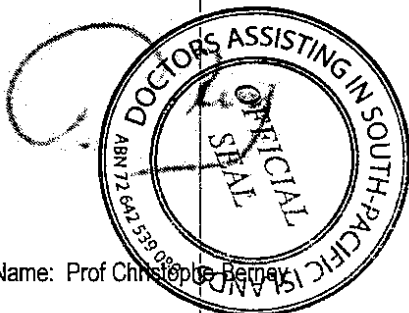
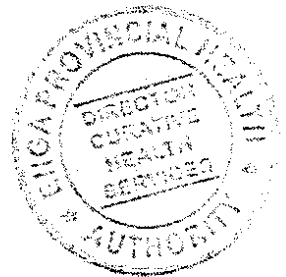
Name: Dr Gary McKay

Position: DAISI Secretary



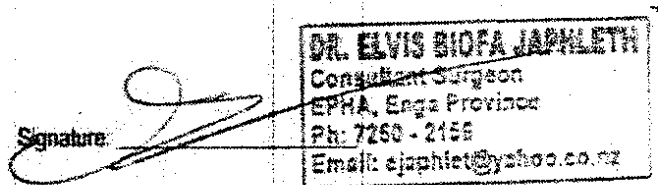
Name: Dr Pondros Kanandro

Position: Director Medical Services Sopas District Hospital



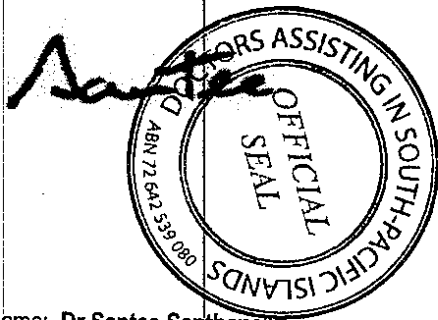
Name: Prof Christopher Bema

Position: DAISI Co-Deputy Chair



Name: Dr Elvis Japhleth

Position: Head Surgeon Sopas District Hospital



Name: Dr Santee Santhanam

Position: DAISI Secretary

A handwritten signature, which appears to be "Pyaku", is written on a horizontal line.

Name: Dr Timothy Pyaku

Position: Head Surgeon Enga Provincial Hospital