

Memorandum of Understanding (MoU)
Between
Doctors Assisting In South-Pacific Islands (DAISI)
And
Colonial War Memorial Hospital, Suva, and the Provincial Hospitals of
Fiji.

1. Rationale

The work of Doctors Assisting In South-Pacific Islands (DAISI) is undertaken by forming relationships with medical institution partners in the South-Pacific. . DAISI's Constitution and Policies require formal agreements with In-country Partners as part of good governance and adherence to the Australian Council for International Development (ACFID) code of conduct. The management, doctors and surgeons at the Colonial War Memorial Hospital (CWMH) and its associated provincial hospitals in Fiji would also like to establish an agreement covering the scope, objectives and roles and responsibilities associated with our partnership.

2. Scope

This memorandum of understanding covers the programs and projects undertaken jointly by DAISI and CWMH and its provincial hospitals within Fiji as partners in our relationship. It does not preclude either partner from forming agreements with other partners for medical or surgical volunteer activities in the Fiji.

3. Objectives & Roles

Our joint partnership objective is to improve the health of the people of Fiji through training partnership programs for medical professionals that improve and increase the general medical and surgical knowledge and services capacity in Fiji. This objective may at times be further supported by projects other than training programs.

The objectives of this agreement are to formalize an existing partnering relationship by instituting a governance structure, specifying the roles and responsibilities of each partner and the working arrangements.

The overall role of CWMH and its provincial hospitals in Fiji is to bring local knowledge and expertise in medical and surgical needs, conditions and services and in undertaking programs and projects.

The overall role of DAISI is to provide advanced knowledge and expertise in medicine and surgery and apply that through training of doctors and nurses and other means in supporting CWMH and its provincial hospitals in Fiji in their work.

As the relationship is highly cooperative in nature, many of the activities within programs and projects will be undertaken jointly and possibly with the support of other sister organizations with which DAISI has a working relationship, such as the Australian & New Zealand Gastroenterology International Training Association (ANZGITA), The John James Foundation, MedEarth, and The Rotary Club of Australia. The expectation is that each partner, and any other organizations involved, will freely provide its knowledge and expertise.

4. Governance of Partners

DAISI is a registered charity in Australia. It is regulated by the Australian Securities and Investments Commission (ASIC) and the Australian Charities and Not-for-profits

Commission (ACNC). DAISI is registered as an Incorporated Public Company with liability limited by guarantee. It has adopted the Australian Council for International Development (ACFID) code of conduct as part of meeting its ACNC commitments. Its funding sources are various and include philanthropic individuals and organizations and Australian government grants (directly or via other organizations). It also receives donations of equipment and materials from healthcare industry suppliers.

Colonial War Memorial Hospital (CWMH) is at present the main tertiary care hospital for Fiji. CWMH is under the supervision of the Ministry of Health and Medical Services. The second largest hospital is Nadi District Hospital (NDH). The two large hospitals are both located on the main island Viti Levu.. Provincial hospitals in the Northern Island Vanua Levu include Labasa Hospital and Savusavu Hospital. Difficult cases from the provinces in Fiji are generally referred to CWMH.

Each partner has a Governing Body that oversees this agreement. For DAISI it is the Board of Directors consisting of an elected Chair, Vice-Chair, Secretary and Treasurer. The Senior Member of the Board is the Chair. The CWMH and its provincial hospitals are administered by the Ministry of Health and Medical Services. Day-to-day administration of the CWMH is overseen by the CWMH Executive Board consisting of the Medical Superintendent, the CWMH CEO, the National Director of Nursing, the Hospital Secretary and the Under Secretary Health Care. The Senior Member is the CWMH CEO. Day-to-day administration of the provincial hospitals is overseen by the Medical Superintendent, the Director of Nursing, and the Hospital Secretary at each provincial hospital,. The Senior Member is the Medical Superintendent.

5. Governance Structure & Reporting

The Partner Leaders will consist of the acting CEO and Medical Superintendent of the CWMH and DAISI's Executive Board (Chairman - Associated Professor Matthew Rickard, Co-Vice Chairs -and Secretary - Dr Gary McKay) and DAISI's designated Fiji Program Officer Professor Konrad Richter. These Partner Leaders constitute the Partnership Committee that will be responsible for the execution of this agreement consistent with the expectations of the Governing Body of each partner. The Medical Superintendent of each provincial hospital will also be considered part of the Partnership Committee for each of their respective hospitals.

The Partnership Committee will prepare a master plan covering the period of the agreement and annual plans for programs and projects that will be endorsed by both partners. They are responsible for overseeing the execution of the programs and projects and will review outcomes and prepare annual reports for the Governing Bodies. Each partner may use the annual reports in order to account to donors, governments, regulators or other relevant parties.

The Partnership Committee will meet as required through the year. It is anticipated only one face-to-face meeting will be possible annually. The decisions of the meetings will be recorded in minutes and reported to the Governing Bodies.

The Governing Body of either partner can direct the Partnership Committee to investigate a particular issue and prepare recommendations to the Governing Bodies.

6. Organization, Scheduling and Operations

The overall organization and scheduling of a training program is the joint responsibility of the partners led by the Program Leaders on behalf of the Partnership Committee. The Program Leader for CWMH will be the Head of the Surgical Program. The Program Leader for each of the provincial hospitals will be the respective Medical Superintendent of that

hospital. The Program Leader for DAISI will be one of its nominated Partnership Committee members.

CWMH and its provincial hospitals are responsible for the preparation of hospital facilities so that they are suitable for the activities scheduled in a training program. The operation of a training program, including all logistical needs, is the responsibility of the CWMH and the relevant provincial hospital visited.

The organization, scheduling and operational arrangements for other projects are to be specified in the annual plan that incorporates the project.

7. Academic Curriculum

The design of the curriculum for a training program is a joint activity between the partners undertaken by the Program Leaders. The DAISI Program Leader will consult with the director responsible for curricula on DAISI programs who advises the DAISI Board on these matters.

8. Trainer Management

DAISI¹ is responsible for providing at its own cost the number and caliber of trainers as agreed for each training program. It is also responsible for ensuring they are appropriately credentialed and briefed prior to a program. It will ensure that doctor trainers are covered by medical indemnity for practitioners who are also engaging in training. Evidence of coverage will be provided to CWMH and the relevant provincial hospitals upon the commencement of this agreement, whenever amended, renewed or otherwise modified, or as requested.

DAISI is responsible for the conduct and performance of their trainers. Trainers and trainees will be required to provide feedback on their involvement in a program.

Trainers will meet the requirements of the Fiji's Medical and Dental Practitioners Board and the and Nursing Council of the Fiji with regard to obtaining temporary registration, but the Fiji Ministry of Health and Medical Services will be responsible for meeting any fees required for such registration.

9. Trainee Management

CWMH is responsible for providing the number and caliber of trainees as agreed for each training program. It is also responsible for ensuring they are appropriately credentialed and briefed prior to a program. CWMH and the relevant provincial hospital is responsible for the conduct of the trainees. Performance monitoring of trainees during a program and assessment will be a joint responsibility of the partners.

10. Provision of Equipment, Accessories & Disposables

Equipment availability for training programs and the servicing of equipment is the responsibility of CWMH and the relevant provincial hospital.

11. Financial

11.1. Funding

What each partner will fund on a program or project is to be agreed before any expenditure. Funding recommendations (only changes if associated with annual training programs) from the Program Leaders are to be referred to the Governing Bodies for approval.

Each partner is responsible for sourcing its funding. One partner will support the other in securing funds where requested and feasible.

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11.2. Budgets

Each partner is responsible for the budget for items it is responsible for providing within a program or project. Where DAISI is contributing funds to CWMH or a provincial hospital for a specific item or activity, the relevant hospital's budget is to be shared with DAISI to enable its assessment of the appropriateness of the allocation of funds.

Where appropriate for a project, a consolidated project budget will be jointly prepared by the Program Leaders and referred to the Governing Bodies for approval.

11.3. Procurement

Procurement of items in Fiji carried out by CWMH and the relevant provincial hospital using DAISI provided funds must be done in compliance with the DAISI Overseas Procurement Policy, to the extent that it is consistent with the laws and policies of the Fiji Government.

11.4. Monies transferred from Australia

A funds transfer procedure using international banking facilities will be agreed by the DAISI Treasurer and a member of the CWMH Executive Board, or the respective Medical Superintendent of the visited provincial hospital. Amongst other things the procedure will require timely confirmation that transferred funds have been received by CWMH or one of its provincial hospitals as transmitted and ensure that funds cannot be spent without the personal approval of the CWMH Lead Director.

12. Signage

Where promotional or functional signage is appropriate for programs and projects conducted under this agreement it will identify both partners through use of their logos and names. Documentation and reports associated with each program or project will also use the logos of both partners. Costs associated with the creation of suitable templates and signage will be shared by the partners.

13. Liaison with other Parties

Each partner is responsible for managing liaison with its own government, embassy and other government bodies in relation to programs and projects undertaken through this agreement.

14. Misconduct, Poor Performance

All persons directly involved in activities under this agreement are to be instructed by the partner they represent to report, without exception, any concerns regarding professional or personal misconduct, including fraudulent and corrupt activities, or poor professional performance by anyone representing either partner on a program or project. The report is to be made to their Lead Director or the senior member of the Governing Body of the partner they represent.

The Program Leaders will agree how to investigate a report and decide what action to take following investigation. If agreement cannot be reached at any point, the matter will be escalated to the senior member of each Governing Body. The person making the report is to be briefed on the outcome.

The identity of the person making the report will be treated confidentially throughout an investigation and when any subsequent action is taken. Confidentiality can be waived by the reporting person if they choose.

If the person making the report is not satisfied with the progress of investigation or outcome, they have the right to approach the senior member of the Governing Body of the partner they represent.

This is in addition to, and does not limit or detract from, any procedure, policy or law relating to conduct, performance or similar in the Fiji Government.

15. Duration, Review and Evaluation of Agreement

The duration of agreement is five years from the date of signing. The agreement may be renewed at the end of that period after a joint review of the agreement by representatives of the Governing Bodies.

An annual review of progress against master plan and the state of the relationship will be conducted by the Partnership Committee and reported to the Governing Bodies.

The agreement may be terminated by either partner with a notice period of at least one month that must include the completion of any already agreed annual training program, unless otherwise agreed by both partners.

16. Resources

Each partner funds their own resources unless otherwise agreed.

Each partner will provide a qualified and competent person for each activity it agrees to resource. Specific responsibilities will be identified in the program and project plan. Each partner is responsible for the conduct and performance of their own resources.

17. Confidentiality and Privacy

Each partner agrees that it will only use information provided to it by the other party for the purposes of performing activities under this agreement and its ordinary functions. The partners must not disclose information obtained from the other party that is by its nature confidential without the consent of the other party and any individuals identifiable in the information.

DAISI must not use or disclose any medical information that is the personal information of a patient except for the purposes of performing activities under this agreement, unless it is with their explicit permission. DAISI must notify CWMH or the relevant provincial hospital immediately if it becomes aware of any breach or possible breach of this obligation.

18. Conflict Resolution

In the event of a conflict arising that cannot be solved through normal working processes, the partners will request the assistance of the its partner charities with which it has a working relationship, such as the Australia and new Zealand Gastroenterology International Training Association (ANZGITA) , Med Earth, Rotary Club Of Australia, or the Australian Council For International Development (ACNC) in finding a resolution.

19. Authorization

Each signatory is authorized to sign this Memorandum of Understanding on behalf of his or her organization.

20. ACFID Code of Conduct

Partnership between DAISI and Colonial War Memorial Hospital, Suva, Fiji and the Fiji Ministry of Health is on the understanding that both parties agree to abide by the Australian Council For International Development (ACFID) Code of Conduct when it comes to all matters relating to five key critical areas highlighted below:

- 1. Child Safety and Protection.**

Specifically, members must demonstrate their organisational commitment to the safeguarding of children and have a code of conduct that advances child safeguarding behaviours and applies to all personnel, partners and project visitors, and a documented child safeguarding incident reporting procedure and complaints handling procedures that aligns with principles of privacy and promotes safety and dignity.

2. Protection against Exploitation

Partners must also demonstrate their organisational commitment to ACFID principles in regards to the prevention of sexual exploitation and abuse, through a survivor-centred approach.

3. Transparency

Partners must demonstrate an organisational commitment to ACFID principles of operating transparently with all stakeholders, stating clearly their development initiatives from non-development activities.

4. Management of Complaints

Partners must enable stakeholders to make complaints to the organisation in a safe and confidential manner.

5. Management of financial resources and risks

Partners must control and manage their financial resources and risks

DAISI does not require its partners to have their own policies and safeguards on matters relating to the above-mentioned key five areas, but does require partners to be familiar with and agree in principle to abide by the ACFID principles underpinning its Policies and codes of conduct on all such matters. A complete listing of these principles is found on the DAISI website: <https://daisi.com.au/daisi-compliant-to-code-of-conduct/>

21. Medical and Nurse Registration of DAISI volunteers

DAISI will ensure that all doctors and nurses volunteering with DAISI in the Fiji 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 Fiji Medical & Dental Board, and nursing registration with the Nursing Board, Ministry of Health and Medical Services (whichever is applicable), no later than two months prior to planned volunteering to allow adequate processing time.

Fiji Partners will ensure that adequate steps are taken to process and approve medical and nurse registration in a timely manner, so as to not impeded the planning of volunteer activities.

22. Medical and Nurse Indemnity Protection

While DAISI members including nurses and doctors are working voluntarily with their Fiji Ministry of Health partners on agreed joint projects, DAISI members will be considered as practicing under the auspices and protection of the local Ministry of Health and Medical Services (MHMS), benefiting from the same level of protection that other registered nurses and doctors in Fiji would receive while working for the Fiji Ministry of Health.

This protection is dependent on DAISI members practicing strictly in compliance with local 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.

The below signing by both partners of this Memorandum of Understanding between Doctors Assisting IN South-Pacific Islands (DAISI) and the Fiji Ministry of Health is acceptance of the above terms and conditions stated above, and will remain effective for five years from the date of signing.

**Signatories to this Memorandum of Understanding (MoU)
Between
Doctors Assisting In South-Pacific Islands (DAISI)
And
Colonial War Memorial Hospital, Suva, and the Provincial Hospitals of Fiji.**

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Associate Professor Matthew Rickard
Chairman,
Doctors Assisting In South-Pacific Islands

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Date

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a/Prof Ifereimi Waqainabete,
President Fiji Medical Association
Suva, Fiji

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Date

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Dr Gary McKay
Secretary
Doctors Assisting In South-Pacific Islands

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Date

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Prof Konrad Richter
Programme Officer
Doctors Assisting In South-Pacific Islands

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Date

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Dr Jemesa Tudravu
Medical Superintendent
Colonial War Memorial Hospital,
Suva.

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Date

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Prof Eddie McCaig
Chairman Fiji Medical Association,
Orthopaedic Surgeon Colonial War,
Memorial Hospital, Suva

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Date