



Memorandum of understanding between

**The Australian and New Zealand College of Anaesthetists (ANZCA), and  
The Society for Paediatric Anaesthesia in New Zealand and Australia (SPANZA)**

**1. Background**

**The Australian and New Zealand College of Anaesthetists (ANZCA)**, which includes the Faculty of Pain Medicine, was formed in 1992. At June 30, 2020 there were 7415 ANZCA fellows and 1630 ANZCA trainees, and 494 FPM fellows and 107 FPM trainees. The college is responsible for the training, examination and specialist accreditation of anaesthetists and pain medicine specialists and for the standards of clinical practice in Australia and New Zealand. Its function is to cultivate and maintain the highest principles and standards in the training, and professional practice of anaesthesia, perioperative medicine and pain medicine.

**The Society for Paediatric Anaesthesia in New Zealand and Australia (SPANZA)** was formed in 1998 and now has a membership of more than 300 specialist anaesthetists with an interest in paediatric anaesthesia, almost all of whom are FANZCAs. The object of the Society is the promotion of quality care, education and science in paediatric anaesthesia. SPANZA actively encourages engagement and membership from all anaesthetists with an interest in paediatric anaesthesia, recognising that the majority of paediatric procedures occur outside of tertiary paediatric centres. SPANZA has an independent "secretariat" via a contracted office service. There is an annual membership fee.

**2. Acknowledgements from ANZCA**

ANZCA will:

- 2.1 Promote and encourage the study, research and advancement of the science and practice of anaesthesia, perioperative medicine and pain medicine.
- 2.2 Determine and maintain professional standards for the practice of anaesthesia, perioperative medicine and pain medicine.
- 2.3 Invite SPANZA to contribute to relevant curriculum revision or development relating to paediatric anaesthesia.
- 2.4 Collaborate with SPANZA on the development of educational support and other professional resources specifically relating to paediatric anaesthesia.
- 2.5 Work with SPANZA on the development of a joint consultative approach to requests for policy advice and/or advocacy relating to paediatric anaesthesia.
- 2.6 Recognise with co-badging or acknowledgement of any significant contribution by SPANZA to such documents and resources (as outlined in points 3, 4, & 5) within final online or printed documents and resources.
- 2.7 Nominate an ANZCA councillor to join the SPANZA Executive as an observer.
- 2.8 Invite a SPANZA member to sit on ANZCA's Safety and Quality Committee as an observer at the request of the Chair of the Safety & Quality Committee.
- 2.9 Invite a SPANZA member to sit on ANZCA's Global Development Committee as an observer at the request of the Chair of the Global Development Committee.
- 2.10 Nominate an ANZCA member who will act as its invited observer, at SPANZA Executive meetings, at

the request of the Chair, when Global Development Committee (GDC) matters are discussed.

- 2.11 Support a co-operative advertising proposal for the promotion of annual scientific meetings (ANZCA and SPANZA) in the ANZCA Events calendar and within the ANZCA Bulletin and/or ANZCA Newsletter.
- 2.12 Consult with SPANZA through the faculty of pain medicine on the development of training in paediatric pain management
- 2.13 Be mindful of avoiding a conflict of event dates with SPANZA meetings.

### **3. Acknowledgements from SPANZA**

SPANZA will:

- 3.1 Advocate for appropriate standards of care and education, and promote research in paediatric anaesthesia, pain management and perioperative care of children.
- 3.2 Promote the professional interests of anaesthetists who care for children.
- 3.3 Invite an ANZCA councillor to join the SPANZA Executive as an observer.
- 3.4 Nominate a member who will act as its invited observer on ANZCA's Safety and Quality Committee.
- 3.5 Nominate a member who will act as its invited observer on ANZCA's Global Development Committee.
- 3.6 Invite an ANZCA Global Development Committee member to attend meetings of the SPANZA executive as an observer when Global Development matters are discussed.
- 3.7 Assist ANZCA in developing resources relating to the care of children including patient information, brochures and web resources.
- 3.8 Work with ANZCA and the ANZCA Research Foundation to promote research in paediatric anaesthesia
- 3.9 Contribute a session and/or workshops to the ANZCA Annual Scientific Meeting (ASM) in consultation with the ASM convenor/ scientific convenor.
- 3.10 Run an independent annual scientific meeting mindful of avoiding a conflict of event dates with ANZCA ASM and/or special interest group meetings.

### **4. Statement of principles and purpose**

- 4.1 The objective of this agreement is to clarify the relationship between ANZCA and SPANZA and to facilitate collaboration between the parties in the agreement.
- 4.2 The parties recognise that SPANZA remains a separate body, incorporated under the Associations Incorporation Act 1985 with its own constitution and will manage its own funds.
- 4.3 The parties agree that each will act in a spirit of co-operation, giving due consideration to the needs of the other party so as to ensure at all times that collaboration is striving towards mutually agreed goals and shared benefits.

### **5. Rights and obligations of the parties**

- 5.1 Nothing in this agreement will be construed or deemed to constitute either party as having any power or authority to bind or represent the other party.
- 5.2 Nothing in this agreement will be construed or deemed to constitute a partnership, employee, employer, agent or representative relationship with the other party.
- 5.3 Neither party by virtue of this agreement shall represent itself, or allow its officers, employees, agents and subcontractors to represent themselves, as being an officer, employee, partner, agent or representative for the other party.
- 5.4 Neither party to this agreement shall make any public announcement or statement or publish or release any information in relation to any proposed activity, project or collaboration without the written agreement of the other party.
- 5.5 Neither party to this agreement will use the other party's name, trademarks, materials or logos without prior written consent.
- 5.6 Each party recognises that the other party has, or may have, arrangements of a similar or different nature with other public or private agencies, organisations and individuals. This agreement in no way restricts the parties from participating in similar activities with other public or private agencies,

organisations and individuals.

- 5.7 Each party will ensure that its officers, employees and agents comply with the obligations imposed on it by this agreement.
- 5.8 Each party agrees to pay its own costs associated with this agreement, including the attendance at meetings.

## **6. Intellectual property**

- 6.1 Intellectual property owned by a party at the time of entering this agreement remains vested in that party.
- 6.2 This agreement does not transfer ownership of any intellectual property rights of any party or provide consent for any party to the use of intellectual property of the other party or represent that it has any ownership interest in the intellectual property, unless otherwise agreed in writing.
- 6.3 This Memorandum of Understanding shall be co-owned by ANZCA and SPANZA and reviewed and revised by mutual agreement.

## **7. Confidentiality and disclosure of information**

- 7.1 Each party shall keep confidential any information that it receives from the other party which is marked as confidential or which a party notifies the other party is confidential.
- 7.2 A party shall not, without the prior written approval of the other party, disclose to any person any confidential information contained in material considered as part of this agreement or received from the other party.
- 7.3 The obligation under clause 2 shall not be taken to have been breached where the information referred to is legally required to be disclosed, save that a party disclosing for this purpose shall notify the other party of such disclosure.

## **8. Service reviews**

- 8.1 Nil

## **9. Terms of agreement and variation**

- 9.1 This agreement takes effect upon the signature of both parties.
- 9.2 This agreement shall operate for the period from January 1 2020 to January 1 2023, and both parties may agree to extend the term of this agreement for a further period or periods, or vary this agreement by agreement in writing signed by the parties.

## **10. Dispute resolution and termination**

- 10.1 In the event of a dispute arising that the parties cannot resolve by negotiation, both parties shall attempt to resolve the dispute with the assistance of a mediator acceptable to both parties.

## **11. Liability**

- 11.1 Subject to the provisions of this agreement, each party shall at all times indemnify and hold harmless the other party, its officers, employees and agents (in this clause referred to as "those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action of proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the first mentioned party, its officers, employees, agents or contractors in connection with this agreement.

## 12. Definitions and interpretations

In this agreement unless the contrary intention appears:

- 12.1 "**Agreement**" means this memorandum of understanding between ANZCA and SPANZA.
- 12.2 "**Agreement materials**" means any material or part thereof in any form whatsoever created by the parties pursuant to or for the purposes of this Agreement or which is copied or derived from the material so created.
- 12.3 "**Confidential information**" means information that is by its nature confidential, is designated by a party as confidential, or that a party knows or ought to know is confidential.
- 12.4 "**Intellectual property**" includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), rights in circuit layouts, registered and unregistered trademarks (including service marks), registered designs and confidential information from intellectual activity in the industrial, scientific, literary or artistic fields.
- 12.5 "**Intellectual property rights**" includes all intellectual property and any right to have confidential information kept confidential and any rights to apply for registration of any rights applicable to intellectual property.
- 12.6 Clause headings in this agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

EXECUTED as an agreement.

SIGNED on behalf of ANZCA by

Nigel Fidgeon

.....  
[print full name]

Chief Executive Officer

.....  
[print and office of signatory]

in the presence of: Deena Jones



20/08/2020.....

...  
Witness sign



20/08/2020  
.....

SIGNED on behalf of SPANZA by

Ben Turner

.....  
[print full name]

President

.....  
[print and office of signatory]

in the presence of:

  
.....  
Witness sign



..... 31/8/2020.....