Renewal of Memorandum of Understanding

**PARTIES**

**UNSW**
The University of New South Wales ABN 57 195 873 179, a body corporate established pursuant to the *University of New South Wales Act 1989* (NSW) of UNSW Sydney NSW 2052, Australia on behalf of the Perinatal and Reproductive Epidemiology Research Unit (PRERU), School of Women’s and Children’s Health, Faculty of Medicine, located at McNevin Building, Randwick Hospitals Campus Randwick NSW 2031 Australia (UNSW)

**Collaborator**
The Australian and New Zealand Neonatal Network (ANZNN) C/- Perinatal and Reproductive Epidemiology Research Unit (PRERU), School of Women’s and Children’s Health, Randwick Hospitals Campus Randwick NSW 2031 AUSTRALIA (UNSW)

**BACKGROUND**

1. ANZNN is a network of Neonatal Intensive Care Units (NICU) and Special Care Nurseries (SCN) throughout Australia and New Zealand. In 1994, it established its own data collection with a primary focus on clinical audit and quality improvement through feedback and benchmarking (ANZNN Data Collection).

2. The data collection was originally housed at the University of Sydney up to 2006 when it was transferred to the UNSW. The first MOU between UNSW and ANZNN was established at the time of this move.

3. The scope of ANZNN has now extended to facilitating National Health and Medical Research Council (NHMRC) multi-centre clinical trials in Australia and New Zealand and providing data for epidemiological research as well as collaborative research with international networks.

4. UNSW has agreed to continue to store and maintain the ANZNN Data Collection through both hard copy and electronic data received from NICU’s and SCN’s in accordance with the Activity.

5. UNSW and the Collaborator wish to renew their co-operation in areas of mutual interest, including by carrying out the Activity.

6. The parties have agreed to record their statement of intent and renew this Memorandum of Understanding (MOU)

**DETAILS**

<table>
<thead>
<tr>
<th>Commencement Date (clause 17.1)</th>
<th>1 January 2013 to 31 December 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term (clause 17.1)</strong></td>
<td>1 January 2013 to 31 December 2017</td>
</tr>
</tbody>
</table>
| **Activity (clause 2)**        | 1. ANZNN Data Collection will provide a core data set that will enable national auditing and epidemiological research of neonatal care across Australia and New Zealand.  
2. Approval has been provided by the NSW Population & Health Services Research Ethics Committee (HREC) HREC/09/CIPHS/48.  
3. To foster clinical research involving member of ANZNN and collaborating international neonatal networks. |
<table>
<thead>
<tr>
<th>CONTACT DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address for notices</strong> (clause 18)</td>
</tr>
<tr>
<td><strong>UNSW address:</strong></td>
</tr>
<tr>
<td>Attention: Professor Elizabeth Sullivan</td>
</tr>
<tr>
<td>Address: Perinatal and Reproductive Epidemiology and Research Unit</td>
</tr>
<tr>
<td>Faculty of Medicine</td>
</tr>
<tr>
<td>McNevin Dickson Building</td>
</tr>
<tr>
<td>Prince of Wales Hospital</td>
</tr>
<tr>
<td>The University of New South Wales</td>
</tr>
<tr>
<td>Phone: 9382 1064</td>
</tr>
<tr>
<td>Fax: 9382 2105</td>
</tr>
<tr>
<td><strong>Recipient address:</strong></td>
</tr>
<tr>
<td>Attention: Associate Professor Ross Haslam</td>
</tr>
<tr>
<td>Address: Australian and New Zealand Neonatal Network</td>
</tr>
<tr>
<td>C/- Department of Neonatal Medicine, Women’s and Children’s Hospital, North Adelaide, South Australia, 5064</td>
</tr>
<tr>
<td>Ph: + 61 8 81617631,</td>
</tr>
<tr>
<td>Mobile: +61 419819798</td>
</tr>
<tr>
<td>Fax: 08 81617654</td>
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</tbody>
</table>
Renewal of Memorandum of Understanding

1. Interpretation

1.1 In this MOU:

**ANZNN** means a network of Neonatal Intensive Care Units (NICU) and Special Care Nurseries (SCN) throughout Australia and New Zealand.

**ANZNN Data Collection** means database established by ANZNN which is collected with a primary focus on clinical audit and quality improvement through feedback and benchmarking.

**Background Intellectual Property** means the Intellectual Property which exists before the commencement of the MOU, including the Patents, and any additional Intellectual Property Rights the parties subsequently agree to contribute as part of the MOU for the purpose of carrying out the Activities;

**Confidential Information** of a party means all confidential information (including trade secrets and confidential know how) relating to that party from time to time of which the other party becomes aware, both before and after the day this MOU is executed;

**Background Intellectual Property** of a party means Intellectual Property Rights in the Existing Materials of that party;

**Details** means the matters set out in the table on the front page(s) of this MOU;

**Existing Materials** means data, information, records, documents, know-how, techniques, databases, software (including source code and object code) and materials (regardless of the form or medium in which they are stored) that are provided by one party to the other for use in relation to this MOU or a Project;

**Further Fields** means:

(a) fields of research; or

(b) other areas of co-operation,

in relation to which the parties wish to collaborate, in addition to the Activity;

**HREC** means the Human Research Ethics Committee that is responsible for reviewing medical research and clinical trial protocols;

**Intellectual Property** means all intellectual property rights, including without limitation:

(a) patents, copyright, rights in circuit layouts, registered designs, plant varieties, trade marks (including service marks), all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and the right to have confidential information kept confidential; and

any application or right to apply for registration of any of those rights;
PRERU means the research unit located within UNSW that stores and maintains the ANZNN Data Collection;

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion and includes, but is not limited to, Health Information;

Project means a collaborative research project in the Activity or any Further Field.

Workplan means tasks and milestones to be completed by UNSW and attached to this MOU at Schedule 1

1.2 Unless the context otherwise requires:

(a) a term defined in the Details has a corresponding meaning in this MOU;
(b) a word which denotes the singular denotes the plural and vice versa;
(c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
(d) any use of the verb ‘includes’, or of words such as ‘for example’ or ‘such as’, do not limit anything else that is included in general speech; and
(e) a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted; and
(f) a reference to a person includes a partnership and a body whether corporate or otherwise.

2. Legally binding

2.1 The parties acknowledge that this MOU represents a statement of the intent of the parties to enter into a mutually beneficial relationship and accordingly the parties agree, in good faith, to implement the terms of this MOU to the extent reasonably practicable.

2.2 With exception of clauses 8 and 9, the parties acknowledge that this MOU does not create binding obligations on either party, including any obligation to conduct any project.

3. Purpose

3.1 The aims of this MOU are:

(a) to renew the co-operation between the parties in areas of mutual interest by developing programs of academic and scientific collaboration, in particular, in the Activity; and

(b) to establish a long term and mutually beneficial association.
3.2 The parties will endeavour to encourage and facilitate co-operation between them and with third parties, educational and international institutions for the purposes of collaborating on specific projects of mutual benefit.

3.3 A party may propose further fields of collaboration (Further Fields) of mutual benefit for consideration by the other party.

4. Forms of co-operation

4.1 The forms of collaboration envisaged by the parties under this MOU include the following:

(a) to facilitate joint research collaborations between the parties in the Activity or any Further Field;

(b) the exchange of information;

(c) interaction through meetings, conferences and symposia.

5. Implementation

From time to time, the parties may agree and execute agreements regarding the subject matter of this MOU that specify:

(a) the relevant activity or collaboration; and

(b) the obligations of the parties with respect to the relevant activity or collaboration.

6. Management of ANZNN

6.1 The ANZNN Executive Committee (ANZNN EC) is the body established to make decisions concerning management, operation, data provision and reporting of the ANZNN Data Collection. A copy of the structure of ANZNN is attached at Schedule 2.

6.2 The ANZNN Data Collection Operation Committee (ANZNN DCOC) makes recommendations to the ANZNN EC on data elements and their definitions.

6.3 The ANZNN DCOC is comprised of the following members:

(a) ANZNN Operations Manager;

(b) 3 members appointed by ANZNN neonatal units data managers and audit officers group, and;

(c) An ANZNN employed coordinator.

6.4 The Chairperson of ANZNN DCOC will be the ANZNN Operations Manager. The operations and progress of data collection will be reported quarterly by UNSW to ANZNN EC.

6.5 The ANZNN Data Collection will be stored at UNSW.
UNSW Memorandum of Understanding

7. Intellectual Property

7.1 Unless otherwise explicitly stated in this MOU, nothing in this MOU:

(a) assigns to a party; or

(b) grants to a party a licence of or other interest in,

any Intellectual Property of the other party.

7.2 The ownership, right and title in Background Intellectual Property are not altered, transferred or assigned merely by virtue of its use by a party to this MOU.

7.3 If there is no agreement relating to, the Intellectual Property Rights that are created or developed by the parties (either alone or jointly) under this MOU then, such Intellectual Property Rights will upon creation vest:

(a) in UNSW, if they are solely developments or improvements in relation to UNSW's Background IP;

(b) in the Collaborator if they are solely developments or improvements in relation to the Collaborator's Background IP; or

(c) in the parties as tenants in common in equal shares, if clauses 7.3(a) and 7.3(b) do not apply.

7.4 Each party will endeavour to:

(a) act diligently (and co-operate with the other party, if necessary) to protect the Intellectual Property Rights referred to in clause 7.3; and

(b) otherwise deal with such Intellectual Property Rights in accordance with its intellectual property policy.

7.5 Each party grants to the other party a royalty free, non-transferable, non-exclusive license to use Background Intellectual Property which is directly relevant to the conduct of the MOU. The license commences on the commencement of this MOU and terminates on the completion of the MOU or the termination or expiration of the MOU.

7.6 Each party grants to the other party a royalty free, non-transferable, non-exclusive license to use its respective Intellectual Property for the sole purpose of undertaking the obligations of this MOU. The licence commences on the effective date of this MOU and terminates on the completion of this MOU or the termination of expiration of this MOU.

7.7 For the avoidance of doubt, the title and interest in the ANZNN Data Collection is owned by ANZNN.

8. Publications

8.1 Where practicable, the parties agree that any publications relating to this MOU will be jointly authored or issued.
8.2 Notwithstanding clause 8.1, a party must not publish articles, major public statements, media statements or other information in relation to this MOU without first notifying the other party.

8.3 UNSW will be free to publish an article, press-release or annual report or any other document referring to its management of the ANZNN Data Collection.

8.4 Neither party may use the logo or name of the other party without that party’s prior written approval, which may be subject to conditions.

9. Confidentiality

Each party will keep confidential all Confidential Information of the other party disclosed to it. A party may use the other party’s Confidential Information disclosed to it solely for the purpose of performing its obligations under this MOU. That party may disclose that Confidential Information only to people who have a need to know and under binding obligations of confidentiality. These obligations of confidentiality do not extend to information that:

(a) is or becomes public knowledge without the fault of the receiving party;

(b) is or becomes available to the receiving party from a source other than the disclosing party; or

(c) is required to be disclosed by law or stock exchange regulation.

10. Privacy and Disclosure of Personal Information

10.1 Where a party has access to Personal Information in order to fulfil its obligations under this MOU it must:

(a) where the party is responsible for holding the Personal Information, ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;

(b) not use Personal Information other than for the purposes of the MOU, unless

(i) required or authorised by law; or

(ii) authorised in writing by the individual to whom the Personal Information relates but only to the extent authorised;

(c) not disclose Personal Information without the prior written agreement of the individual to whom the Personal Information relates, unless required or authorised by law.

(d) ensure that only authorised personnel have access to the Personal Information;

(e) immediately notify the other party if:

(i) the individual to whom the Personal Information relates authorises UNSW to use his/her Personal Information for other purposes;
the individual to whom the Personal Information relates consents to the
UNSW's disclosing of his/her Personal Information; and/or

(iii) it becomes aware that a disclosure of Personal Information is, or may
be required or authorised by law;

(f) make its employees, agents and sub-contractors aware of the party's
obligations under this clause; and

(g) comply with such other privacy and security measures as the ANZNN
reasonably advises the reasonably advises the UNSW in writing from time
to time.

10.2 The parties are expected to immediately notify the other upon becoming aware of any
breach of Clause 10.1

10.3 The parties will endeavour to:

(a) comply with its obligations (if any) under or arising pursuant to the Privacy Act
1988 (Cth), Privacy and Personal Information Act 1998 (NSW), Health
Records & Information Privacy Act 2002 (NSW) Health Records and
Information Privacy Regulation 2006 and other State legislation and
regulations (and equivalent legislation and regulations in New Zealand)
relating to privacy to the extent that such legislation is relevant to this
Agreement and/or the performance of the Services in Australia and New
Zealand;

(b) comply with the framework and guidelines and approval processes provided
through the NHRMC- Australian Conduct for the Responsible Conduct of
Research dealing with the protection of privacy in the conduct of medical
research;

(c) comply with the National Health and Medical Research Council's National
Statement on Ethical Conduct in Human Research (2007)

(d) comply with the NSW Health Privacy manual and its equivalent in New
Zealand;

(e) not do anything that would cause either party to breach its obligations under
any such legislation and/or regulation.

10.4 The parties will ensure its officers, employees, agents and sub-contractors comply
with the requirement of Clauses 10.2 and 10.3 above.

11. ANZNN Data Collection Managed by UNSW

11.1 UNSW will ensure that the structure of the data (data item names, data values,
formats and other metadata defined in the ANZNN Data Dictionary a copy of which is
attached a schedule 3) contained within the ANZNN Data collection and provided by
ANZNN is maintained and kept up to date.
UNSW Memorandum of Understanding

11.2 Any modification to the data structure will be a joint decision between the parties. Issues such as the impact of proposed changes on data entry collation retrieval and analysis will be considered.

11.3 Any proposed changes will be adequately evaluated in terms of benefits to ANZNN members with detailed costing to be approved by the ANZNN Advisory Council. Cost of any changes will be subject to further negotiations between the parties.

11.4 Use of data for investigator led research will be approved by ANZNN EC. PRERU will cover the costs for the approved ANZNN member research activities as determined in consultation with ANZNN. For approved ANZNN member research activities requiring greater than 2 working days cost recovery will be necessary with the amount determined by PRERU in consultation with ANZNN EC. Non-members investigator led research will be charged at cost.

11.5 The parties will reach agreement with regards to the scheduling for investigator led research so that it does not have any impact on the deliverables under the Workplan.

12. Access and Release of Data

12.1 Access to ANZNN data will be provided for the following purposes:

(a) To facilitate audit in line with the objectives of ANZNN;
(b) To facilitate research;
(c) To facilitate the planning, evaluation or delivery of neonatal care services;
(d) To contribute to improvement in research and analysis methodologies, data collection processes and quality assessment or assurance programmes.

12.2 Data will be released:

(a) In accordance with relevant legislation, regulations and guidelines;
(b) With the approval of the data custodians, and
(c) Where applicable, for ethically approved research of merit.

12.3 ANZNN members will be provided with free quotes for customised data by PRERU. Charges will apply (if at all) depending on the size and complexity of the request, data extraction, analysis and presentation tasks (if any) involved. The cost will also depend on the number of datasets, number of years and number of individuals in the data extract, when relevant to time needed to process the request. Larger and more complex requests will involve a cost. Smaller less complex requests may or may not involve a cost.

12.4 Non ANZNN members will be required to obtain written permission from ANZNN Executive Committee prior to any data being released. The ANZNN EC will consult with UNSW’s data manager and custodian in providing a decision to release the data.

12.5 Release of data to non ANZNN members will be subject to the same principles as outlined in clause 12.2.
13. Reporting

13.1 The parties will be jointly responsible for publishing the annual report on ANZNN Data collection each year in accordance with the Workplan attached at Schedule 1.

13.2 A feedback report for each NICU, SCN will be sent out no later than one [1] month after the annual report is released. These reports will also be jointly published by the parties.

13.3 The workload to produce the feedback report will be jointly assessed by the parties annually.

13.4 Unless otherwise agreed, the parties will bear their own cost in publishing the reports referred to in this clause 12.

14. UNSW and ANZNN

14.1 UNSW will endeavour to do the following:

(a) Assist in the collection and compilation of annual data into the ANZNN Data Collection and compile individual NICU and SCN data received into the annual ANZNN Data Collection in a timely manner;

(b) In accordance with ANZNN’s guidelines and standards, prepare and publish the annual report by each March of the year following the annual data collection and provide to each NICU and SCN an individual unit feedback report within one months of the annual report;

(c) Post the annual report on the UNSW website, and

(d) Provide all necessary equipment and training for the ANZNN employed project officer/data manager to fulfil the requirement for the position.

14.2 ANZNN will endeavour to do the following:

(a) Ensure that members of the ANZNN who participate in the ANZNN Data Collection cooperate with UNSW in the data validation process and provide any missing and corrected data to UNSW within the required timeframe,

(b) Assist UNSW in the preparation and publication of the annual report and feedback reports, and

(c) Work with UNSW in good faith to ensure UNSW can meet its obligations under this MOU.

15. Staffing and Funding

15.1 All personnel working on the ANZNN Data Collection will be located at UNSW. The day to day supervision of the ANZNN Data Collection will be the responsibility of UNSW in collaboration with the ANZNN Data Operations Manager.
15.2 ANZNN will provide data coordinating personnel appropriate to the activities to be mutually agreed upon by the parties. ANZNN will bear all costs related to the latter positions, conference attendance and related costs.

15.3 UNSW will endeavour to make available, on a part-time basis an epidemiologist employed by UNSW and funded by the ANZNN, to work on the ANZNN Data Collection.

15.4 UNSW will endeavour to provide:

(a) Management, storage and maintainance of the ANZNN Data Collection at UNSW;

(b) IT support for personnel of UNSW's day to day accessing of the computer system;

(c) Accommodation and access to university amenities and infrastructure for ANZNN personnel;

(d) IT Infrastructure and biostatistical support, and

(e) Staff development and training appropriate to duties for the data collection.

16. Disputes

16.1 A party claiming that a dispute has arisen under this MOU will notify the other party.

16.2 During the 28 day period after a notice is given under clause 16.1 (or if the parties agree a longer period, that longer period) each party's nominee will endeavour to use his or her best efforts to try and resolve the dispute in good faith.

16.3 The parties will continue to co-operate and pursue the objectives of this MOU while the dispute resolution process is underway.

16.4 If the dispute, is not resolved it will be referred to a panel (the Panel) for resolution. Each party to the dispute will nominate a senior representative for the Panel within three (3) business days of the referral to the Panel in accordance with this clause.

16.5 If a dispute is referred to the Panel in accordance with clause 16.4, the Panel will meet to resolve the dispute unless the Panel agrees to resolve the dispute without need for a meeting.

16.6 The Panel may determine its own procedures for meetings. Decisions of the Panel may only be made by unanimous agreement of the members of the Panel. Any decision of the Panel will be final and binding on the parties and will be provided in writing to the parties.

16.7 If the Panel does not resolve the dispute within ten (10) business days of the dispute being referred to the Panel, the parties to the dispute agree that the dispute will be referred to mediation.

16.8 Each Party acknowledges that compliance with these provisions is a condition precedent to any entitlement to a claim, relief or remedy, whether by way of proceedings in a court of competent jurisdiction or by arbitration proceedings pursuant
to this agreement or otherwise in respect of such dispute or difference. However, this shall not preclude any Party from seeking any interlocutory relief in a court of competent and applicable jurisdiction.

16.9 A mediator may be appointed by agreement between the parties. Failing such agreement, within five (5) business days of the expiry of the period set out in clause 16.7, the parties will endeavour refer the dispute for mediation in accordance with the Mediation Rules of the Law Society of New South Wales, and, the President of the Law Society of New South Wales or the President’s nominee will select the mediator and determine the mediator’s remuneration.

16.10 The parties agree that:

(a) each will bear their respective costs of the mediation save that the mediator’s fee, fees for mediation rooms and costs of shares equipment facilities and services of the mediation will be shared equally;

(b) each party may be legally represented if they so wish;

(c) the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation;

16.11 It is a condition precedent to the commencement of any litigation of any dispute (other than an application for an injunction or interlocutory relief) that the issues arising in that dispute will have been referred in accordance with the procedures set out in clauses 16.5 to 16.9.

16.12 If the dispute or difference has not been resolved or mediated within ninety (90) days of receipt of the notice specified in clause 16.1, the condition precedent established by clause 16.10 will be deemed to have been satisfied.

17. Duration and termination

17.1 This MOU starts on the Commencement Date and continues for the Term unless terminated earlier.

17.2 Subject to clause 17.1, either party may terminate this MOU by giving the other party 90 days prior notice in writing.

17.3 On termination, the parties will use best endeavours to ensure that ongoing activities under this MOU are wound up in an orderly and cost effective manner.

17.4 Without limiting clause 17.3, the parties will ensure that termination of this MOU does not operate to detrimentally affect an activity or a project that:

(a) is underway at the date of notification under clause 17.2; and

(b) will continue after the date of termination,

if the activity or project relates to the academic requirements of a student’s program of study or adversely affects a student’s ability to complete a program of study.
18. Notices

18.1 A party giving notice or notifying under this MOU will do so in writing:

(a) directed to the recipient's address specified in the Details as altered by any notice; and

(b) hand delivered or sent by prepaid post or facsimile to that address.

18.2 A notice given in accordance with this clause is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, seven (7) days after the date of posting; or

(c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, unless within 8 business hours after that transmission, the recipient informs the sender that it has not received the entire notice.

19. General

19.1 This MOU may only be varied in writing, signed by all the parties.

19.2 Nothing in this MOU creates a relationship of employer and employee, principal and agent, or partnership between the parties.

19.3 A party may execute this MOU by signing a counterpart. All counterparts constitute one document, when taken together.

19.4 This MOU is governed by and will be construed in accordance with the laws applicable in New South Wales.
Signed as a Memorandum of Understanding

Signed for and on behalf of the University of New South Wales by an authorised person in the presence of:

[Signature]

Name (please print)  
Professor Peter J Smith

Date of signing  
8/1/12

[Signature]

Name (please print)  
Catherine McLean

Signed for and on behalf of the Collaborator by an authorised person in the presence of:

[Signature]

Name (please print)

Date of signing
UNSW Memorandum of Understanding

Signed as a Memorandum of Understanding

Signed for and on behalf of the University of New South Wales by an authorised person in the presence of:

[Signature]

Name (please print)

Date of signing

12/12/12

Signed for and on behalf of the Collaborator by an authorised person in the presence of:

[Signature]

Name (please print)

Date of signing

24/12/12

Dean of Medicine

[Signature]

Name (please print)

Position

[Signature]

Name (please print)
### UNSW Memorandum of Understanding

#### Schedule 1 of Task and Milestones to be Completed by UNSW

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 31 July of each year of the MOU</td>
<td>Request members of ANZNN for data submission</td>
</tr>
<tr>
<td>2 28 February of each year of the MOU</td>
<td>Finalise data set</td>
</tr>
<tr>
<td>3 31 March of each year of the MOU</td>
<td>Draft Annual Report to be presented at the ANZNN meeting</td>
</tr>
<tr>
<td>4 30 April of each year of the MOU</td>
<td>Release Annual Report and post it to PRERU website</td>
</tr>
<tr>
<td>5 31 May of each year of the MOU</td>
<td>Release feedback report to members of ANZNN</td>
</tr>
</tbody>
</table>

1. The parties agreed that the date which the data set is finalised is contingent upon:
   
   (a) Participating ANZNN members provide their data by 31 August of each year;
   
   (b) Participating ANZNN members cooperate with UNSW in the data validation process and participating members provide any missing and corrected data to UNSW within a reasonable time frame.

2. If participating members delay in providing their data or do not cooperate in the data validation process or do not expeditiously provide missing and corrected data to UNSW, the ANZNN will determine whether to exclude the data from delayed members form the annual report or to negotiate amended due dates for all subsequent tasks with UNSW.

3. This Workplan will be reviewed by the parties in November of each year and may be amended by mutual agreement.
UNSW Memorandum of Understanding

Schedule 2 - Structure of ANZNN:

1. **Advisory Council**
   - The governing body of the ANZNN.
     - Ratifies recommendations of Executive Committee
     - Determines strategy and directions
     - Approves annual financial statement and budget
     - Approves Annual Report
   - **Membership:**
     - Directors of each participating Level III unit or nominee
     - Director of PRERU
     - Chairs in Perinatal/Neonatal Medicine
     - Any other members of the Management Committee.
     - Operations Manager ANZNN
     - ANZNN Coordinator – ex officio secretary
   - Elects the Chairman of the ANZNN who then chairs the Council
     - The chairman holds office for 3 years with option for one further term.
   - The Advisory Council meets twice annually – March/April at the time of the PSANZ Annual Scientific Meeting and October/November.
   - Receives reports and recommendations from the Management Committee.

2. **Executive Committee**
   - Advises and monitors strategies, activities and financial accountability of the ANZNN.
   - Advises annual budget.
   - Establishes and administers working groups to progress issues. Debates and finalises working group recommendations.
   - Ratifies recommendations of DCOC
   - Approves requests for data and research projects as presented by Management Group.
   - Chair of the Executive Committee will be the chairman of the ANZNN.
   - Meets at least three monthly
   - Reports to the Advisory Council

Membership:
   - Six members representing each of Queensland, NSW plus the ACT, Victoria plus Tasmania, South Australia plus Northern Territory, Western Australia and New Zealand.
     - Each member elected by Directors of representative NICUs
   - Two members from Level 11 units – one from NZ and one from Australia
UNSW Memorandum of Understanding

- By invitation of Exec. Committee from interested Directors of participating Level 11 units
  - One Data Manager representative
    - Elected by Audit Officers & Data Manager Group
  - One NICU Nurse Manager representative
    - Nominated by ANNA
  - One member from PRERU – ex-officio
  - ANZNN Coordinator – ex-officio secretary
  - Operations Manager ANZNN

- Members of the Executive Committee will hold office for three years initially with an option of one further term.
  - Responsible for reporting Executive Committee activities to their appointed area.

3. **Data Collection Operating Committee (DCOC)**

- Advises on the operations of the data collection.
  - Includes recommendations for data items and definitions
- Reports to Advisory Council through the Executive committee
- Meets quarterly

- Membership:
  - ANZNN Operations Manager – chairman.
  - 3 members appointed by the Executive Committee
  - 1 member appointed by PRERU
  - 1 member appointed by Data Managers & Audit Officers Group
  - ANZNN Coordinator

  - Members hold office for 3 years with option for further 3 years

4. **Data Managers & Audit Officers Group**

- Advises on practicalities of data collection and interpretation of definitions
- Debates issues of data collection and work practices
- Elects representative to DCOC and Executive Committee
- Provide line of communication between unit data collection and ANZNN

- Membership
  - Representative of each Level 3 NICU data collection service
  - One representative from each of NZ and Australian level 2 nursery groups.
    - ANZNN Coordinator [chairperson]
- Chaired by ANZNN Coordinator
- Meets before each Advisory Council meeting.
- Reports to DCOC
5. ICD and ANDRG Coding committee

- Provides expert advice to the national casemix unit in relation to ICD AND ANDRG coding.
- Liaises with members of the ANZNN seeking suggestions for improvement and providing feedback regarding planned changes
- Reports to Advisory Council through the Executive committee
- Meets as required but not less than annually

- Membership:
  - Six members representing each of Queensland, NSW plus the ACT, Victoria plus Tasmania, South Australia plus Northern Territory, Western Australia and New Zealand.
  - Appointed by the Executive Committee
  - Chair is elected by the ICD and ANDRG Coding committee
  - Members hold office for 3 years with option for reappointment

6. Management Group

- Responsible for day-to-day functioning, including determining responses to requests for data and research.
- Ensures timely production of Annual Reports.
- Ensures Financial Management within allocated budget
  - Responsible officers: ANZNN Chairman and Operations Manager
- Meets 1 – 2 weekly
- Reports to Advisory Council through the Executive Committee
- Membership:
  - Chairman of ANZNN [chair]
  - Operations Manager
  - Coordinator
UNSW Memorandum of Understanding

Schedule 3 Data Dictionary: