



Australian
Society of Anaesthetists



New Zealand Society of Anaesthetists
(Incorporated)

Australia and New Zealand Tripartite Anaesthetic Data Committee

Memorandum of Agreement

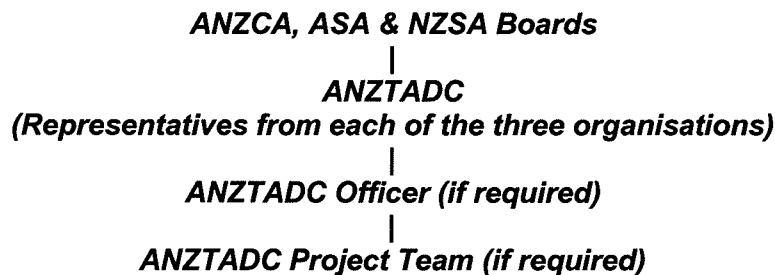
Between

**Australian and New Zealand College of Anaesthetists
Australian Society of Anaesthetists
New Zealand Society of Anaesthetists**

*Australia and New Zealand Tripartite Anaesthetic Data Committee
(ANZTADC)*

Identification

1. This Memorandum of Agreement (MoA) is established between three independent organisations associated with the safety and quality of anaesthesia in Australia and New Zealand.
2. The three organisations agree to jointly participate in the management process of the ANZTADC in accordance with this MoA. The management structure is designed to permit each organisation to contribute to ANZTADC while exercising governance in accordance with their respective Constitutions and the prevailing and relevant national companies' legislation.
3. The accountability structure is:



Definitions

4. The following definitions are relevant to the MoA¹:
 - I. **Circumstance** – All the factors connected with or influencing an event, agent or person/s.
 - II. **Complaint** – An expression of dissatisfaction with something.
 - III. **Error** – Unintentionally being wrong in conduct or judgment. Errors may occur by doing the wrong thing (commission) or by failing to do the right thing (omission).
 - IV. **Event** – Something that happened to or with a person.
 - V. **Harm** – Harm includes disease, injury, suffering, disability and death.
 - VI. **Incident** – An event or circumstance, which could have resulted, or did result, in unintended or unnecessary harm to a person and/or a complaint, loss or damage.
 - VII. **Loss** – Any negative consequence, including financial.

¹ Preferred terms and definition devised by the Australian Council for Safety and Quality in Health Care, from Runciman, William. Shared Meanings: Preferred Terms and Definitions for Safety and Quality Concepts. Medical Journal of Australia, Supplement 2006; Volume 184 Number 10, S41-S43.

Preamble

5. The MoA arose out of a mutual desire to recommence incident data collection, analysis and dissemination in 2004. ANZCA consequently initiated a review through a dedicated Task Force in 2005. A recommendation of the Data Task Force was the establishment of a joint Data Working Group. This concept was endorsed in principle by the ASA and NZSA. The Working Group subsequently evolved into a standing body – ANZTADC – at its initial meeting on 13 May 2006.

Status

6. The MoA is binding between the three parent organisations. It is an agreement on the sharing of resources, responsibilities and information for the benefit of Australian and New Zealand patients and anaesthetists. Consequently, the arrangements entered into between the three organisations have financial and governance issues to which the parties agree to be bound.

Purpose

7. The purpose of the MoA is two-fold:
 - a. Identify the objectives to be achieved by ANZTADC, and
 - b. Describe the methodology of the operation of ANZTADC.

Objectives of MoA

8. The MoA authorises ANZTADC to:
 - i. Objective 1 – Provide:
 - a. an enduring capability to contribute to the improvement of safety and quality of anaesthesia in Australia and New Zealand.
 - b. a capacity to capture, analyse and disseminate de-identified information relative to the safety and quality of anaesthesia.
 - c. advice to parent organisations, health authorities and patients on safety and quality of anaesthesia.
 - d. six monthly written reports to parent organisations on achievements, objectives and financial matters
 - e. good management of resources.
 - ii. Objective 2 – Coordinate and facilitate initiatives that capture, analyse and disseminate advice arising from anaesthetic incidents.
 - iii. Objective 3 – Establish and maintain liaison with organisations, authorities and representatives responsible for anaesthesia, safety, quality and medicine in Australia, New Zealand and, as required, internationally.
 - iv. Objective 4 – Undertake other related activities that, from time to time, the parent organisations unanimously agree to be undertaken by ANZTADC.

Organisation of the ANZTADC

9. The ANZTADC consists of seven members, three from the ANZCA, three from the ASA and one from the NZSA. In addition, the Presidents and Chief Executive Officers of the respective parent organisations are ex officio members of ANZTADC.
10. ANZTADC is expected to principally communicate by email. Additionally, it should meet face-to-face at least twice a year and may communicate by teleconference as and when required.
11. Face-to-face meetings will usually be held at the ANZCA or alternatively the ASA but may be conducted at the NZSA as the need arises.
12. Motions of ANZTADC meetings require the majority of members' agreement (at least four) to be accepted.
13. A chairperson will be appointed by the Presidents of the three parent organisations on the recommendation of the members of the ANZTADC. This appointment will be made annually by the Presidents of the three organisations with a view to ensuring that it is held by the most suitable available person. A chairperson may hold this position for a maximum of six years.

Responsibilities of Parent Organisations

14. Each organisation will fund the attendance of their representatives at ANZTADC meetings or teleconferences.
15. ANZTADC will establish an annual budget for approval by their parent organisations. The budget is to be forwarded in September of the previous year for expenditure in the following calendar year. The funding ratio for ANZTADC is:
 - i. ANZCA – 45%
 - ii. ASA – 45%
 - iii. NZSA – 10%
16. Administrative support for ANZTADC will initially be provided by one of the parent organizations. Administrative support includes employment and management of contractors, staff and secretarial services, financial accounting and expenditure, meeting support and, if appropriate research and preparation of material.
17. The parent organisation providing administrative support will provide tax invoices for services provided during the preceding three months. Invoices will be sufficiently detailed to describe the item, rate and quantity supplied as a service to ANZTADC similar to ACECC invoices.
18. Financial accounts are to be audited by an independent auditor in accordance with current company practices and a copy of the annual report provided to the parent organisations for the respective Presidents' approval every twelve months.
19. Should ANZTADC determine it desirable to establish an incident reporting capability, the requirement will be defined in detail. A projected budget to fund the capability will be developed for approval by the parent organizations prior to tenders being called for the supply of the services.
20. Parent organisations may only pass on actual expenses incurred as management costs. For example the cost of staff by ANZCA to support a meeting would be invoiced but the expenses of the ASA's representatives to travel to the meeting would not be acceptable.

Duration and Modification of the MoA

21. The MoA remains valid for a period of 60 months from the date of agreement. It will be reviewed after 24 months and again after 48 months by the three parent organisations.
22. The MoA may be amended or extended by mutual agreement of the three parent organisations at any time.

Confidentiality, Publicity and Ownership of Information

23. Information captured, reviewed or disseminated is the intellectual property of ANZTADC and will be shared by the parent organisations, each of which shall have full access to all such information.
24. In questions relating to intellectual property the ANZTADC will follow the principles outlined in the document *ANZCA INTELLECTUAL PROPERTY POLICY*, dated 2007 (Appendix 1). For the avoidance of doubt, any intellectual property created through the activities of the ANZTADC, or purchased by the ANZTADC, will be jointly owned by the three parent bodies, and if any financial value is realized this will be shared in the proportions defined in section 15.
25. The parent organisations acknowledge that the information captured, analysed or published, while it will be de-identified, carries a potential risk if unauthorized access occurs. Accordingly the ANZTADC will follow the Security policy attached as Appendix 2.
26. ANZTADC will act in accord with privacy legislation requirements in both New Zealand and Australia. ANZTADC will be mindful of the interests of its members' and their patients in the recording of said event information, for example, by complying with any relevant Quality Assurance obligations.

Scope of Cooperation

27. The ANZTADC is an independent committee established within the guidelines of this MoA and direction, agreed unanimously by parent organisations, from time to time.
28. Parent organisations may request ANZTADC to undertake certain tasks or to desist from activities.

Project Management

- 29. Potentially there is scope to expand the level of administrative support. This level of support will be subject to factors including, but not limited to, commercial outsourcing of data collection, scale of analysis undertaken and integration or data exchange with other organisations.

Use of Logos

- 30. Each parent organisation approves the use of their logo by ANZTADC. All ANZTADC material and communications will be branded accordingly.

Dispute Resolution

- 31. ANZTADC is expected to manage its business, financial and analytical processes internally. If a matter cannot be resolved it is to be referred to a joint meeting of the Presidents for review.

Withdrawal

- 32. Any parent organisation may withdraw from this MoA by providing three months advice to ANZTADC and the other parent organisations. The parent organisation is responsible for its share of expenditure to the date of actual withdrawal.

Termination

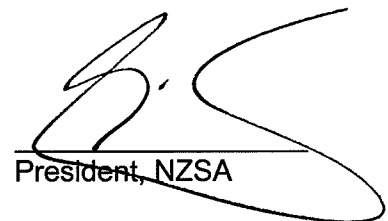
- 33. Should the parent organisations determine it appropriate to terminate the ANZTADC, a plan identifying the reconciliation of finances, recovery of project material and disposal of intellectual property is to be prepared by the ANZTADC and presented to each parent organisation for approval. Unanimous approval of the termination plan is required prior to its implementation.

Authorised Signatories

Dated: 28/2/09


President, ANZCA


President, ASA


President, NZSA