

RELATIONSHIP BETWEEN THE SUSTAINABLE HEALTH SECTOR NATIONAL NETWORK NZ (SHSNN) AND ORATAIAO: NZ CLIMATE AND HEALTH COUNCIL (ORATAIAO)

Background

In 2019 there was a request to clarify the relationship between the SHSNN and OraTaiao: NZ Climate and Health Council. Many of the members of the SHSNN are also members of OraTaiao and vice versa. OraTaiao and the SHSNN have mutual and complementary interests in sustainability, sustainable healthcare, advocacy, research and education. The memorandum is to enhance this working relationship in good faith. The vision and objectives of the two organisations is outlined below in the memorandum of understanding section 1.2. As there is significant shared purpose, but very important differences between the two organisations, it was decided by both parties that a memorandum of understanding should be developed to clarify the relationship, in particular for the public as well as key external organisations such as DHB's and the Ministry of Health.

Memorandum of Understanding

1. Purpose and Parties

1.1. The purpose of this Memorandum of Understanding (MOU) is to record the principles that the parties expect to underpin their ongoing relationship, and to describe in general terms projects that the parties intend to work on jointly.

1.2. The parties are the Sustainable Health Sector National Network NZ (SHSNN) and OraTaiao: NZ Climate and Health Council (OraTaiao).

1.2..1. **The SHSNN** is an informal group that uses teleconferences and email communication to achieve the key objectives of: 1) providing ready access to information, policies, strategies, projects and guidelines for environmentally sustainable/regenerative healthcare, 2) providing peer support to help members achieve shared goals, and 3) providing opportunity for members to work together to lead and advocate locally and nationally regarding environmentally sustainable healthcare. It has members from DHBs, public health, private hospitals, the Ministry of Health, and other health or sustainability service providers. It is important to note that the opinions of SHSNN members and the work they do for the SHSNN does not necessarily represent the views of their parent organization. It is important to note that the opinion(s) stated by individual SHSNN members and any work they do on behalf of the SHSNN does not necessarily represent the views or their employer organization(s). Also the views of the SHSNN expressed as a collective group in submissions, public statements or other public facing work does may not represent or be endorsed by members' employer organization(s). The SHSNN has worked with OraTaiao to hold three national conferences on sustainable healthcare, and on an 'Open Letter' to Government. The SHSNN occasionally makes submissions and/or presentations about sustainable healthcare. The SHSNN is accountable to its own members using collective decision making.

1.2..2. **OraTaiao** is a membership based, not-for-profit, Incorporated Society of health professionals and associate members. Purposes are to: 1) educate all New Zealanders on the threat of climate change and its effects on human health and survival, 2) promote interventions that combine health and environmental benefits, 3) encourage, particularly in the health sector, personal and organisational action on climate change, 4) promote a rapid reduction in New Zealand's greenhouse gas emissions, 5)

encourage societal responses to climate change that promote equitable health and social outcomes and are consistent with Te Tiriti o Waitangi.

OraTaiao has a constitution and a board of 16 members elected annually at an AGM. Activities include research and publications, media work, public presentations, submissions, briefing papers and position statements, and wider advocacy alongside other health organisations and across sectors. OraTaiao is part of the Global Climate and Health Alliance.

2. Role of parties

- 2.1. OraTaiao and the SHSNN will act as independent organisations working under their own governance arrangements.
- 2.2. When opportunities arise to collaborate on projects to most effectively meet the goals of each organisation these will be communicated by identified contact person(s) (see clause 4).

3. Term

- 3.1. This MOU is effective from 18/5/2020 for 3 years and expires on 15/5/2023 (unless during the review process parties agree in writing to renew the term of the MOU before its expiry).
- 3.2. Either party may withdraw from the agreement by giving 4 weeks' written notice to the other party.

4. Relationship Management and Communication

- 4.1. The parties nominate the following contact person(s):

SHSNN: Vicktoria Blake, vicktoria.blake@bopdhb.govt.nz, 027 268 5905

OraTaiao: Matthew Jenks, matt.jenks@southerndhb.govt.nz 0212365947

- 4.2. It is the responsibility of these contact people to: -

- Act as a first point of reference between parties
- Communicate between parties on matters that may be of interest to either party

- 4.3. Activities of the SHSNN, where appropriate and relevant to OraTaiao, will be communicated as part of a standing order agenda item at the monthly OraTaiao meeting, by the SHSNN contact person (or a written summary provided).

Likewise, activities of OraTaiao, where appropriate and relevant to the SHSNN, will be communicated as a standing order agenda item at the SHSNN teleconference by the OraTaiao contact person (or a written summary provided).

It is desirable that the OraTaiao executive board contact person is an active member of the SHSNN. Pending board approval the SHSNN contact may be co-opted to the board of OraTaiao.

- 4.4. If the contact person changes in either organisation, the other party will be informed of the new contact person and there should be a handover process for the new person.
- 4.5. To avoid confusion for public and policy-makers, the parties will inform each other ahead of time about public facing work like advocacy, policy submissions, and conferences/events/ presentations. The parties will cooperate on clear messaging so that there is clarity on which party is doing what, and who is speaking on behalf of who.

5. Projects (current)

5.1 The parties will jointly collaborate on delivering the June 2020 Sustainable Healthcare in Aotearoa NZ/Climate Change and Health Forum.

6. Review of the Agreement

6.1. This agreement will be reviewed annually

6.2. The contact person(s) for each party are to arrange the review meetings to discuss the following: -

- The implementation and progress of any joint project
- Evaluation of whether the parties are achieving effective collaboration
- Any difficulties either party is experiencing
- Any other matters the parties wish to discuss with each other

7. Management agreements and contractual arrangements

7.1. For the avoidance of doubt, the relationship of the parties under this MOU is not one of legal partnership, joint venture or agency.

8. Confidentiality

8.1. Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent, unless required by processes under the Official Information Act 1982, in which case the relevant party is to be informed prior to disclosure.

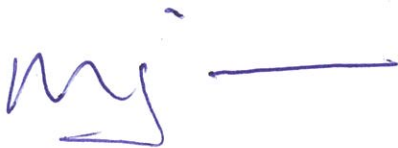
9. Intellectual Property and Data Sharing

9.1. All intellectual property brought by each party to the relationship under this MOU remains in the ownership of that party.

9.2. Use of logos or other identification must be agreed to by each Party on a case by case basis.


10. Dispute resolution

10.1 Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the parties.



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Signed on behalf of OraTaiao: NZ Climate and Health Council

Date: 18/5/2020

A handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke.

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Signed on behalf of the Sustainable Health Sector National Network NZ

Date: 18 May 2020