

# **Memorandum of Understanding**

**Te Poka Pū**

National Māori Surgical Association

**&**

**Te Oranga**

Māori Medical Students Association Aotearoa

Date: 2nd of May 2024

## Mihimihi

E tipu e rea mo ngā rā o tō ao

Ko tō ringa ki ngā rākau ā te Pakeha Hei ara mō tō tinana

Ko tō ngākau ki ngā tāonga a ō tīpuna Māori

Hei tikitiki mō tō māhuna

Ko tō wairua ki tō Atua, Nānā nei ngā mea katoa

- *Nā Tā Apirana Ngata*

1. The Parties are interested in working together in connection with the Purpose which is described below in this Agreement;
2. This Agreement sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party;
3. This Agreement is intended to be legally non-binding
4. Each Party respectively is expected to act in good faith in accordance with this Agreement

## **1. KAUPAPA | PURPOSE:**

This memorandum of understanding is between Te Poka Pū and Te Oranga. It will assist in building and developing relationships between our two organisations to support tauira Māori into a career in surgery and to support tauira in general as they traverse through medical school and into vocational training.

Te Poka Pū and Te Oranga agree to collaborate for the mutual benefit of both organisations. Both organisations are aligned in our objectives which are to support tauira Māori all around Aotearoa. Specifically, we seek to work together to create and maintain meaningful relationships between surgical trainees, surgeons and tauira Māori.

Te Poka Pū has three key objectives:

- To grow and support the Māori surgical workforce
- To conduct Kaupapa Māori research that is rigorous and impactful and mahi with tauira Māori
  - o Tauira Māori will be prioritised first to collaborate and lead this research in order to build their expertise and boost their curriculum vitae to enhance their chances of successfully getting on to a surgical training program
- To create a culturally safe Māori surgical workforce to eradicate health inequities for Māori

## **2. WHĀINGA | OBJECTIVES:**

The Parties agree as follows:

1. The Parties shall work together in a cooperative and coordinated effort to bring about the achievement and fulfillment of the Purpose of the Agreement.
2. This Agreement shall not restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organisations.
3. The Parties shall mutually contribute and take part where able in any phases of planning and development of hui or activities in line with the Purpose of the Agreement.
4. This Agreement is not intended to create any rights, benefits and/or trust responsibilities by or between the Parties.
5. The Agreement shall in no way obligate either Party to supply funds however, Te Poka Pū will fiscally support the activities of Te Oranga where funding is available through their rangahau and mahi streams.

## **3. WĀ | TERM:**

This Agreement shall commence upon the Effective Date, as stated above, and will continue indefinitely, or until either party terminates this Agreement.

#### **4. NGĀ KAWENGA | OBLIGATIONS:**

1. Notwithstanding anything, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Agreement.
2. The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents reasonably required to give effect to the terms of this Agreement.
3. Each Party agrees to cooperate according to tikanga Māori in order to develop Parties' relationships with one another and in order to pursue the Purpose.

#### **5. MANA WHAKAIRO HINENGARO | INTELLECTUAL PROPERTY:**

1. In connection with each Party's participation in Projects or Research, each Party may respectively generate, create, contribute to, write or produce intellectual property in accordance with specific Projects that lead to the development of intellectual property.
2. Unless otherwise expressly agreed between the Parties, nothing in this Agreement is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.
3. Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produce an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.
4. Each Party's respective obligations under this clause will survive the termination or expiration of this Agreement and will continue after that Party ceases to participate in the Project.

#### **6. NGĀ WHAKAMANA | REPRESENTATIONS AND WARRANTIES:**

Both the Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

#### **7. WHAKAHARA KORE | INDEMNITY:**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying Party, its respective successors and assigns that occurs in connection with this Agreement.

#### **8. TIKANGA EKE | LIMITATION OF LIABILITY:**

Under no circumstances shall either Party be liable to the other Party or any third-party for any damages resulting from any part of this Agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of the Party's negligence or breach.

## **9. UTU | COSTS:**

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Agreement and in connection with the performance of its obligations under this Agreement.

## **10. WHAKAMARUNGIA | FORCE MAJEURE:**

1. If and to the extent that the Party's performance of any of its obligations under this Agreement, hindered or delayed by fire, flood, earthquake, elements of nature or acts of god, acts of war, terrorism, riots etc. or any other similar cause which is beyond the reasonable control of the Party and such non-performance or delay could not have been prevented by any reasonable means then the delayed Party will be excused for such non-performance or delay. The Party whose performance is prevented or delayed by Force Majeure event will immediately notify the other Party/Parties of the occurrence of such Force Majeure event and describe in reasonable detail the same.
2. If the Force Majeure event continues for a continuous period of 30 days, the Parties' will mutually agree on the future course of action, however despite all efforts made by the Parties' if that Force Majeure event continues for a period of 90 days, either of the Parties, will have the right to terminate this Agreement by giving the other Party/Parties a notice of termination in writing.

## **11. KUPU WHAKAAE | ENTIRE AGREEMENT:**

The Parties acknowledge and agree that this Agreement represents the entire Agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

## **15. TIKANGA WHAKATAURANGI | NO OTHER RIGHTS GUARANTEED:**

Nothing in this Agreement intend to grant any rights under patent, copyright or other intellectual property rights of any of the Party in favour of the other, nor shall this Agreement be construed to grant any of the Party any rights in or to the other Party's confidential information except the limited use of such confidential information in connection with the Project under this Agreement.

## **16. NGĀ RARU | DISPUTE RESOLUTION:**


1. Any dispute(s) arising out of this Agreement shall, as far as possible be settled amicably between the Parties'
2. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

## **18. WHAKATEPE | TERMINATION:**

This Agreement may be terminated at any time by either Party upon written notice to the other Party.

19. NGĀ TOHU

We the undersigned uphold this Agreement on behalf of the Parties:

Ingoa:	<u>Dr Jamie-Lee Rahiri</u>	<u>Nic Sinnott</u>
Tohu:	<u></u>	<u></u>
Rā:	<u>07/05/2024</u>	<u>7/5/2024</u>
Role:	<u>Founder</u>	<u>Tumuaki</u>
	<i>Te Poka Pū</i>	<i>Te Oranga</i>