

## **MEMORANDUM OF UNDERSTANDING**

**13 February 2024**

### **Parties**

The Ministry of Health, acting by and through the Director-General of Health

The University of Waikato

### **Background**

The New Zealand health workforce faces significant challenges and New Zealand does not train enough doctors to meet the demands of our growing and aging population, particularly in rural and provincial areas and primary and community care settings.

Workforce challenges have an across-the-board impact on desired workforce outcomes:

- availability – there is sufficient availability to meet our population and service needs, including for Māori, Pacific peoples, and disabled peoples.
- accessibility – our workforce is equitably accessible to provide choice and timely support.
- responsiveness – our workforce is culturally safe, representative of and acceptable to the community it serves, and flexible to meet the needs of individuals and their whānau.
- productivity – workforce is motivated and empowered to deliver and achieve equitable health outcomes, in an environment of continuous improvement.
- quality – that our workforce delivers safe, effective and efficient care, and are partners with Māori in providing the competencies and mātauranga Māori that are needed to achieve outcomes.

The Government is committed to helping grow the medical workforce by increasing New Zealand's education and training capacity. To grow more domestically trained doctors, the Government has committed, in its 100-day plan, to sign a Memorandum of Understanding with the University of Waikato to progress a third medical school. This is the first step toward establishing a third medical school at the University of Waikato which will deliver more doctors committed to serving primary and community care settings and provincial and rural parts of the country.

### **Purpose**

The purpose of this Memorandum of Understanding is to commit the Parties to set out the work for the establishment of a third medical school at the University of Waikato. These are:

- (a) scope the key deliverables and required steps for establishing a third medical school including a feasibility study, cost-benefit analysis and milestones.

- (b) provide the rationale, governance and outline of required steps including the scope and process to undertake a cost-benefit analysis, to the Minister of Health, for their consideration and to inform advice to Cabinet.
- (c) provide clarity about the key steps to establishing a third medical school, while noting decisions are still to be made by Cabinet and that this Memorandum is non-binding and does not set out any commitment to establish a third medical school but does begin a process which will allow for a decision to be made by Cabinet.
- (d) clarify the requirement that a full cost-benefit analysis on the feasibility of a medical school at the University of Waikato is completed before any final decisions are taken.

## **Outcomes**

The expected outcome of this Memorandum is to jointly develop a detailed programme of work for approval by Ministers that will set out the necessary steps, information requirements and decisions required for the establishment of a medical school.

In developing the detailed programme of work, the Parties will be guided by the Government's priorities for a third medical school, as embodied in the following objectives:

- (a) A new medical school will focus on the education and training that will prepare graduates for practicing in primary and community care specialties and in provincial and rural locations.
- (b) A new medical school will be built on the foundation of training in rural hospitals and primary health providers for clinical placements of medical students (acknowledging that components will still need to be delivered in secondary and tertiary care).
- (c) A new medical school will provide a four-year graduate degree programme in medicine, based on best practice for similar programmes operating in Australia and other developed countries.
- (d) A new medical school will facilitate admission based on completion of any undergraduate degree, along with any other entry requirements consistent with widening the pathways to medical education and graduate outcomes aligned with medical workforce outcomes.
- (e) A new medical school will foster co-operative relationships with one or more other New Zealand universities to reduce the financial and locational barriers for qualified graduate students to study medicine.
- (f) A new medical school will aim to have an initial intake of 120 students for the academic year beginning January 2027.

## Agreement

The parties agree to develop a programme of work which will be provided to the Minister of Health to help inform Cabinet on the steps toward establishment.

The programme of work and information provided will include:

- (a) the desired outcomes and alignment that the medical programme will have with the health system and existing education and training programmes, including the benefits for wider health programmes;
- (b) which stakeholders should be involved in the programme of work, resourcing requirements, and how the programme of work will be governed;
- (c) the programme milestones and outcomes for the development and implementation of a new medical school, including steps for developing, approving and accreditation of any new qualification or programme;
- (d) health and education sector dependencies for the establishment of the medical school, such as supervisory and training capability and capacity, safety, and accreditation; and
- (e) the approach and timing for when financial and other relevant information about costs, benefits and risks will be provided, including the initial, interim, and full cost-benefit analysis that would be required as work progresses.

The University of Waikato agrees that it will:

- (a) support the Ministry of Health in developing a detailed programme of for establishing the medical school, including the requirements and approach for a business case and cost-benefit analysis of the operating and capital expenditure required for the establishment of the Waikato Medical School as set out above;
- (b) provide relevant information on the steps and timeline to develop the medical programme, including approval and accreditation of any new qualification or programme; and
- (c) provide evidence of support from institutional partners in Australia and New Zealand for the design of best-practice entry pathways and curriculum, and for the accreditation by the Australian Medical Council.

The Ministry of Health agrees that it will:

- (a) identify the approach and who will be involved in the development of the cost-benefit analysis. This would include the approach and timing for a full cost-benefit analysis on the feasibility of a medical school at the University of Waikato which is required before any final decisions are taken;

- (b) lead – in consultation with The Treasury – the provision of advice to the Minister of Health on managing the costs to the Crown of a Waikato Medical School;
- (c) develop advice on the approach to and timing of a cost-benefit analysis that could allow for work on curriculum development and accreditation to begin in 2024; and
- (d) work with the University of Waikato to identify the costs that will be incurred, how these will be funded and the role of any third-party providers.

Both Parties agree to:

- (a) discuss matters affecting this Memorandum whenever necessary and meet at regular intervals;
- (b) notify each other promptly of any actual or anticipated issues that could:
  - i. significantly impact on the Memorandum, and/or
  - ii. receive media attention,
- (c) meet promptly to discuss and resolve any issues arising under this Memorandum;
- (d) comply with all applicable laws and regulations; and
- (e) co-operate with the other to provide information promptly if the information is required to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.

### **Term**

This Memorandum continues until terminated through mutual agreement or by one party giving the other three months' notice of their wish to terminate.

### **Communications**

- (a) The Parties will ensure that responses to media enquiries are timely and co-ordinated.
- (b) The Parties will consult each other when they plan to publicly comment on enquiries or complaints relating to this Memorandum, or make a proactive announcement.
- (c) No Party will provide information to the media or comment on a matter or respond to an OIA request which comes within the Party's responsibility, or in which that other Party has an interest, without first raising the matter with the other Party. The parties record (without limitation) that both parties have an interest in the establishment of a third medical school and the subject matter of this Memorandum, reflecting the Government's commitment to grow the medical workforce.
- (d) Each Party will raise any operational or policy concerns through internal channels. Each Party undertakes not to publicly make objectionable or derogatory comments about this Memorandum, the other Party or any of the other Party's Personnel, and to ensure that

its Personnel do not do so.

- (e) Any comments made to the media relating to complaints by any third party should be limited to the Party's area of responsibility unless agreed by the other Party.

### **Confidentiality and information sharing**

Each Party agrees to not use or disclose the other Party's Confidential Information to any person or organisation other than:

- (a) where reasonably necessary for the purposes set out in this Memorandum
- (b) if the other Party gives prior written approval to the use or disclosure
- (c) if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers, parliamentary convention or any other regulation, rules or policy that is binding on that Party, or
- (d) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Each Party will ensure that its Personnel:

- (a) are aware of the confidentiality obligations in this Memorandum, and
- (b) do not use or disclose any of the other Party's Confidential Information except as set out in this Memorandum.

Each Party will:

- (a) put in place and maintain adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties,
- (b) notify the other Party if it becomes aware of any suspected or actual unauthorised use, copying or disclosure of the other Party's Confidential Information, and
- (c) comply with any reasonable direction of the other Party in relation to any suspected or actual breach of the obligations in this clause as the other Party reasonably requests.

For the avoidance of doubt, this Memorandum does not authorise the sharing of personal information between the Parties.

### **Intellectual Property Rights**

All intellectual property brought by each party to the relationship under this Memorandum remains in the ownership of that party. Ownership and management of any intellectual property developed in relation to a project or projects under this Memorandum are the property of the party that creates them.

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

## **Conditions**

With the exception of this section and the sections of this Memorandum entitled “Confidentiality and information sharing” and “Intellectual Property Rights”:

- (a) the parties do not intend this Memorandum to be legally binding
- (b) this Memorandum does not create obligations in law or in equity.

Any future medical school establishment arising from the process in this Memorandum will be the decision of Cabinet and Ministers following a full cost-benefit evaluation. Any future binding agreement to establish a medical school will be separately negotiated and agreed. Completion of the agreed actions under this Memorandum does not guarantee any contract will be entered into.

Nothing within this Memorandum makes any Party liable for the actions of the other, nor constitutes any legal relationship between the Parties. For the avoidance of doubt, the relationship of the parties under this Memorandum is not one of legal partnership, joint venture or agency.

## **Conflicts of Interest**

Each party:

- (a) declares that as at the Start Date, it has no Conflict of Interest in delivering the project set out in this Memorandum or entering into this Memorandum, and
- (b) must do its best to avoid situations that may lead to a Conflict of Interest arising.

Each party must tell the other promptly, in writing, if any Conflict of Interest arises in relation to this Memorandum. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest

## **Financial Responsibilities**

Each party will bear the costs it incurs in relation to this Memorandum. This Memorandum does not create any expectation or commitment to pay any costs of the other party that are associated with the establishment of a medical school and there is no obligation that the programme of work will result in the establishment of a third medical school.

## **Definitions**

*Conflict of Interest* A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under

this Memorandum, such that the Party's or its Personnel's independence, objectivity or impartiality can be called into question.

A Conflict of Interest may be:

- (a) actual: where the conflict currently exists
- (b) potential: where the conflict is about to happen or could happen, or
- (c) perceived: where other people may reasonably think that a person is compromised.

The University of Waikato interest in the establishment of a third medical school at the University of Waikato is not a Conflict of Interest.

*Confidential Information* means information, including data and Personal Information, that:

- (a) is by its nature confidential
- (b) is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- (c) is provided by either Party or a third party 'in confidence', or
- (d) either Party knows or ought to know is confidential
- (e) and includes any commercial or financial information of the University of Waikato related to a new medical school or medical programme, any Intellectual Property Rights or trade secrets of the University of Waikato, and any negotiations (and related communications) between the Parties.

*Intellectual Property Rights* means all industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs and patents.

*Memorandum* means this Memorandum of Understanding.

*OIA request* means a request for information under the Official Information Act 1982.

*Party* The Ministry of Health or the University of Waikato, and together they are the *Parties*.

*Personal Information* has the meaning given to that term in the Privacy Act.

*Personnel* means all individuals engaged by either Party in relation to this Memorandum. Examples include employees, subcontractors, agents, external consultants and co-opted or seconded staff.

*Privacy Act* means the Privacy Act 2020 and includes any codes or regulations issued under that Act.

*Start Date* means the date when this Memorandum is signed by both parties.

**Executed as an Agreement**

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**Director-General of Health**

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**University of Waikato**  
by its authorised representative