

Memorandum of Understanding between the Optometrists and Dispensing Opticians Board (the Board) and the New Zealand Association of Optometrists (NZAO)

1. Introduction

- 1.1. This memorandum of understanding has been established to describe and support the relationship between the Board and the NZAO.
- 1.2. It is advantageous for both parties to work in a collaborative fashion particularly at the practitioner interface between the work of the Board and the NZAO. This document has been developed to support such collaboration and make clear boundaries and processes for working.
- 1.3. This document sets out a number of principles and as such relies on the need to for both parties to work in an open, collaborative and honest fashion.
- 1.4. The Board has statutory functions and obligations under the Health Practitioners Competence Assurance Act 2003 (HPCA Act). The functions are listed under section 118 of the HPCA Act. The Board should not deviate from these functions and obligations.
- 1.5. The NZAO is the national professional body for optometrists, and has functions as agreed by members in its Rules – the objects of the Association, and must follow those objects and act as advocates for members.
- 1.6. This memorandum of understanding acknowledges different responsibilities of each party, and should not limit the activity of each party.
- 1.7. This document will be reviewed and amended from time to time at the request of either party.

2. Principles and values

- 2.1. The Board and the NZAO agree to work together in a collaborative manner. The following values will guide us in our collaboration:

Professionalism. We will each act towards the other in an honest, open and respectful manner, maintaining confidentiality of all material declared to be confidential and the principles of good faith.

Constructive communication. We will listen, talk and engage with each other openly and promptly.

Prompt dispute resolution. Should any disagreements arise, we will work together to resolve our differences in a timely fashion.

- 2.2. Both parties may act to support each other's strategic activities where these fit the respective functions of each party.
- 2.3. The Board has statutory responsibilities which it has to fulfil, and as such may preclude it from some activities with the NZAO.
- 2.4. The NZAO may advocate a direction in contrast to that being undertaken by the Board.
- 2.5. Any joint projects will be agreed by the respective parties.
- 2.6. Both parties will refrain from any public or other denigration of the other party or any of their members.

3. Meetings

- 3.1. Representatives from each party will meet twice yearly at a minimum to discuss matters of common interest.
- 3.2. Meeting dates, venue and agenda items will be agreed at least 14 days in advance by representatives of either office. Late agenda items may be permitted with the agreement of both parties.
- 3.3. Representatives would normally be the Executive Officer/Registrar and/or respective Chair/President of each party. Other representatives of either party may join the meeting as required.
- 3.4. The structure of meetings will be informal, and it is anticipated that meetings will take place in their respective offices by rotation.

4. Communications

- 4.1. Communication between the parties will occur via each party's Executive Officer/Registrar or President/Chair.
- 4.2. All communications will be promptly acknowledged and a response provided within 30 days where possible.

5. Costs

- 5.1. The costs associated with meetings and other activities under the MoU will be borne by each party.
- 5.2. Specific cooperative activities with the potential for shared costs will be identified and a formula for contribution will be negotiated and agreed to separate from this MoU.

6. No rights created

- 6.1. Nothing in this MoU is intended to create any binding rights or obligations for the Board, the NZAO or any third party.

7. Term

- 7.1. This MoU commences following approval from the Board and the NZAO and signed on behalf of each party by their authorised representative.

7.2. Either party can terminate the agreement by providing three months' notice in writing to the other party.

7.3. This MoU may be amended at any time with the written agreement of both parties.

8. Dispute resolution

8.1. In the event of any dispute or difference arising between the two parties, the parties will:

8.1.1 Conduct principled and good faith discussions and/or negotiations using their best endeavours to resolve the dispute or difference; and

8.1.2 If such discussions/negotiations fail to resolve the dispute within 30 days of the first written notification of the dispute being received by either party, either party may refer the dispute to mediation; and

8.1.3 In the event of a referral to mediation, the parties will have 10 days to agree the appointment of a mediator, and failing agreement, either party may request the President/Chairperson of The Arbitrators & Mediators Institute (AMINZ) to appoint a mediator from its panel. Such appointment will be made within 7 days; and

8.1.4 Any agreement reached during the mediation, recorded in writing and signed by the parties will be binding on the parties; and

8.1.5 In the event that the mediation is not successful in resolving the dispute or difference, the matter will, within 7 days of the conclusion of mediation be referred to arbitration by a single arbitrator to be agreed between the parties and failing agreement by the President/Chairperson of AMINZ. The arbitration will be conducted in accordance with the provisions of the Arbitration Act 1996. Any decision and/or award made by the arbitrator will be binding on the parties.

8.1.6 The costs of mediation, including any arbitration, will be met equally by either party.

For the Optometrists and Dispensing Opticians Board:

The Optometrist and Dispensing Opticians Board resolved on [date of meeting] to authorise the Chair of the Board to sign this MOU for the Board.

Signed:


Jayesh Chouhan, Chairperson, Optometrist and Dispensing Opticians Board

Date:

24/09/20

For the New Zealand Association of Optometrists:

The New Zealand Association of Optometrists resolved on [date of meeting] to authorise the President of the Association to sign this MOU for the NZAO.

Signed:


Rochelle van Eysden, President, New Zealand Association of Optometrists.

Date:

24/9/2020