

# Memorandum of Understanding

between Victorian Aboriginal Community Controlled Health Organisation  
and Cancer Council Victoria

## 1. PARTIES

The Victorian Aboriginal Community Controlled Health Organisation (VACCHO) is the peak advocacy body for the health of Aboriginal Victorians. VACCHO also represents and advocates for the 27 Aboriginal Community Controlled Health Organisations (ACCHOs) that provide health and other services to Victorian Aboriginal communities. VACCHO strongly supports the involvement of, and consultation in the development of health policy, research, health programs and service improvement. VACCHO recognises and respects the cultural diversity of Aboriginal peoples within Victoria, across urban, rural and remote areas, and works closely with its Member organisations to address key issues that impact upon the health of Victorian Aboriginal peoples.

Cancer Council Victoria (CCV) is a non-profit organisation involved in cancer research, support, prevention and advocacy. CCV conducts and supports research, as well as delivers statewide support, prevention and advocacy to reduce the physical and emotional burden of cancer, and to positively influence the cancer agenda in Victoria and beyond.

## 2. BACKGROUND

There are nearly 50,000 Aboriginal and Torres Strait Islander people living in Victoria, comprising 7 per cent of all Aboriginal and Torres Strait Islander people. This is approximately 1% of Victoria's total population.

Aboriginal people have a lower cancer survival rate as compared to the general population because cancers are more likely to be presented at a later stage for treatment. Reducing the prevalence, impact and morbidity related to cancer is a priority for both VACCHO and CCV.

## 3. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to state how VACCHO and CCV will work together to improve cancer outcomes for Victorian Aboriginal people. This MOU will also direct the future research and project initiatives between the two organisations through the development of projects and activities.

## 4. PRINCIPLES

- 4.1 The parties agree to respect Aboriginal culture, integrity, diversity, and values in the way they work together, including reciprocity, respect and mutual responsibility.
- 4.2 Each party mutually respects each other's mission and objectives.
- 4.3 The parties commit to open discussion, positive negotiation and a problem solving approach in matters relating to the relationship.
- 4.4 The parties recognise and respect the diverse strengths each brings to the relationship.
- 4.5 The parties will have an equal decision making status on all matters related to fulfilling the relationship.

### Ownership, project investigators and support

- 4.6 There is recognition that issues concerned with Aboriginal health can best be presented by Aboriginal people and that partnerships between Aboriginal people and non-Aboriginal people with experience in the relevant area can be beneficial.
- 4.7 There is recognition that adequate support and resources are needed to facilitate conversation with and input from Aboriginal communities.
- 4.8 This strategic project partnership will focus specifically on the health of Aboriginal people living in Victoria, but may reference the health of Aboriginal people in other areas of Australia.
- 4.9 Funding held by CCV for the purposes of improving Victorian Aboriginal health outcomes will be expended according to priority and key research project initiatives in consultation with VACCHO.

### Intellectual & Cultural Property

- 4.10 VACCHO and CCV retain ownership of their background data, information and intellectual Property (IP), including improvements to the data and IP.
- 4.11 Written permission to use background data, information and IP owned by one party for the purposes other than for identified strategic projects must be sought from either party.
- 4.12 Any IP that arises directly or indirectly from joint projects undertaken shall be owned jointly by all parties included, however the use of this IP shall not be used for anything other than this project, unless otherwise by mutual agreement of all in writing.

- 4.13 All publications (i.e. journals articles, project reports, posters, conference presentations etc) arising from this MOU will be seen to be as a co-authorship of each project investigator and each publication will require approval by the authors, other third parties (culture relevant) and VACCHO CEO before publication.
- 4.14 The use of each parties logo requires approval by the respective CEO before its use on any publications.
- 4.15 Outcomes from this MOU will not breach the Intellectual Property or privacy rights of any organisation or individual providing existing material for the project.

## 5. COMMITMENT TO WORK TOGETHER

- 5.1 The parties agree to cooperate within the principles of this MOU.
- 5.2 The parties agree to work together to improve the tracking of Aboriginal cancer outcomes through the Victorian Health system in consultation with the Department of Health & Human Services and other stakeholders.
- 5.3 A Working Group with representation by the two parties will be established by agreement to develop a working plan that identifies priorities and joint projects. The Working Group will meet at least 4 times per year. CEOs of both parties will meet annually to review the MOU and the progress of any project plans or project agreements in place under this agreement.

## 6. SCOPE OF THIS MOU

- 6.1 This MOU provides official recognition of the intent to establish an effective relationship between VACCHO and CCV.
- 6.2 This MOU does not identify specific joint work; cancer statistics, projects, support or advocacy activities that VACCHO and CCV may undertake together. Joint work; projects or support activities will be detailed in a VACCHO and CCV annual work plan.
- 6.3 Any specific joint work such as projects or support activities will be undertaken through consultation of the Working Group.

## 7. REVIEW OF THE MEMORANDUM OF UNDERSTANDING

- 7.1 This MOU will remain current for three (3) years unless a variation or review is requested or until it is terminated by notice in writing from either party to the other party.
- 7.2 The agreement can be reviewed following notice in writing to the other party.
- 7.3 In the event of a dispute, both parties will agree to mediation for conflict resolution. Mediation may be provided by a person who is acceptable to both parties.

### Signatures

\_\_\_\_\_  
Date \_\_\_\_\_

Ms Jill Gallagher  
CEO  
Victorian Aboriginal Community  
Controlled Health Organisation

\_\_\_\_\_  
Date \_\_\_\_\_

Mr Jason B. King  
CHAIR  
Victorian Aboriginal Community  
Controlled Health Organisation

\_\_\_\_\_  
Date \_\_\_\_\_

Mr Todd Harper  
CEO  
Cancer Council Victoria