

MEMORANDUM OF UNDERSTANDING

Between:

The Ministry of Health New Zealand

and

The Australian Government Department of Health, Disability and Ageing

Concerning collaboration on health Genomics

The Ministry of Health New Zealand (Manatū Hauora) and the Australian Government Department of Health, Disability and Ageing (the Participants) have reached the following understanding:

1. PURPOSE

- 1.1 Achieving improved health outcomes for all citizens through the implementation of Genomics into healthcare is a high priority of public administration in both Australia and New Zealand.
- 1.2 The Participants are the respective authorities responsible for health Genomics in Australia and New Zealand. The Participants seek to cooperate and collaborate on the implementation of Genomics into healthcare through mutual knowledge exchange. This Memorandum of Understanding sets out the shared goals of the Participants and details how the Participants will work together.
- 1.3 This Memorandum is not intended to compromise the authority of either Participant to carry out its responsibilities, nor to create any legally binding rights or obligations under domestic or international law, and is subject to the Participants' respective national laws, policies and procedures.

2. INTERPRETATION

2.1 Definitions

The following definitions apply in this Memorandum:

Activity means the activity described in Schedule 1

- Confidential Information** means information that:
- a) by its nature is confidential;
 - b) is designated by either Participant as confidential; or
 - c) each Participant knows or could reasonably be expected to know is confidential
- Department** means the Australian Government Department of Health, Disability and Ageing.
- Genomics** refers to both genetics and genomics, except where a distinction is needed. Genomics is considered an extension of genetics, rather than a separate field.
- Intellectual Property** means business names, copyrights, patents, trademarks, service marks, trade names, designs and similar industrial, commercial and intellectual property.
- Ministry** means the Ministry of Health New Zealand, Manatū Hauora
- Memorandum** means this Memorandum of Understanding and includes Schedule 1.
- Participant** means the Ministry and/or the Department as the context requires.

3. PRIORITY AREAS FOR COLLABORATION

3.1 The Participants intend to explore opportunities to collaborate on Genomics topics which may include but are not limited to:

- a) Joint horizon scanning of emerging technologies and treatments

- b) Ethical approaches to Genomics and establishing evidence-based guidelines
- c) Overcoming implementation barriers
- d) Public and patient engagement – especially underrepresented communities
- e) Community engagement and social license
- f) Population scale screening, including care pathways
- g) Workforce capacity, planning and education
- h) Genomic data management, including data security and technical infrastructure

3.2 Additional details on Activities to be completed are included at Schedule 1.

4. DEVELOPMENT OF WORK PLAN

4.1 Within three months of the date of this Memorandum the Participants will jointly determine a general operational delivery plan/work plan which will identify the following:

- (a) priority deliverables and associated milestones to achieve the delivery of the Priority Areas for Collaboration and associated activities at *Schedule 1*;
- (b) what specified personnel will be required to work on the objectives of this Memorandum.

4.2 The operational delivery plan/work plan is a separate document to the Memorandum, will be developed collaboratively, and will be refreshed at least once every two years.

5. FINANCIAL ARRANGEMENTS

5.1 Each Participant will cooperate on the Activities and be responsible for the part of the Activity for which it has agreed to be responsible.

- 5.2 Each Participant will bear its own costs of carrying out Activities specified in Schedule 1.

6. INTELLECTUAL PROPERTY

- 6.1 Both Participants mutually consent to open knowledge exchange as part of work plan activities under this Memorandum where it is permitted by the Participant's national laws, policies and procedure, with a joint understanding that the Intellectual Property of each Participant remain that of each Participant.
- 6.2 The Participants will cooperate fully regarding the use of any intellectual property created as a result of their joint endeavours. Any Intellectual Property rights arising in connection with this Memorandum will be the subject of a separate arrangement to be negotiated by the Participants on a case-by-case basis.

7. DISPUTES

- 7.1 Any disputes about the interpretation or application of the Memorandum will be resolved by consultation between the Participants and escalated to the contact officers and/or the persons authorised to sign the Memorandum. Disputes will not be referred to any national or international tribunal or third party for settlement.

8. AMENDMENTS

- 8.1 This Memorandum may be amended at any time by the mutual written consent of the persons authorised to sign the Memorandum on behalf of the Participants.

9. TERMINATION AND SUSPENSION

- 9.1 This Memorandum may be terminated by either Participant giving at least 30 calendar days' written notice to the other Participant. The Participants will consult to determine how any outstanding matters should be dealt with.
- 9.2 Where either Participant is prevented from performing the Activities in Schedule 1 by circumstances or events reasonably beyond its control, it will

promptly notify the other Participant and take all reasonable steps to mitigate the impact on the Activity. The Participants will discuss the circumstances or events and may decide that further implementation of the Activity should be suspended or terminated.

10. DURATION AND EFFECT

- 10.1 This Memorandum commences on the date it has been signed on behalf of the Participants and will remain in effect for five years from the date of signature unless terminated in accordance with paragraphs 9.1-9.2.
- 10.2 Persons authorised to sign the Memorandum on behalf of the Participants may jointly decide to renew this Memorandum prior to the end date of this Memorandum.

11. CONFIDENTIALITY

- 11.1 The Participants will treat such information received under this Memorandum as having been communicated in confidence (Confidential Information) and, except as provided elsewhere in this Memorandum, for their use only.
- 11.2 Any Confidential Information shared by the Participants in connection with this Memorandum will be the subject of a separate arrangement to be negotiated by the Participants on a case-by-case basis.
- 11.3 The Participants may disclose Confidential Information relevant to this Memorandum, or this Memorandum itself, to any person:
- a) to the extent required by Law or by a lawful requirement of any government or government body, authority or agency;
 - b) if required in connection with legal proceedings; or
 - c) for public accountability reasons, including disclosure on request to other government agencies, request for information by a parliament or a parliamentary committee or a Minister, or in response to a request to the Department under the *Freedom of Information Act 1982* or in response to a request to the Ministry under the *Official Information Act 1982*.

OFFICIAL

Where Confidential Information is disclosed under this paragraph, Participants will advise in writing about the disclosure of the information.

11.4 Subject to paragraph 11.3, if a Participant is contemplating:

- a) public disclosure of Confidential Information;
- b) any other disclosure of Confidential Information to third parties not otherwise mentioned in this Arrangement or as required in 11.3;

that Participant will consult the Participant that provided the information and obtain their approval in writing to disclose the Confidential Information.

11.5 It is the intention of the Participants that information about the Memorandum or Activities which are the subject of this Memorandum:

- a) will be discussed as to whether it is appropriate to publicise this Memorandum or Activity before it is publicised, including the nature, form, content and manner of future publicity;
- b) not make any press, media, or other public announcement in relation to this Memorandum or the Activity without the prior written approval of the other Participant; and each Participant, when information release is approved, will acknowledge the work of the other Participant.


12. NOTICES

12.1 The contact officer for each Participant and each Participant's address for the service of notices under this Memorandum is as follows:

- a) For the Department, the Director, Community Impact and Partnerships Section, Genomics Australia
- b) For the Ministry, Chief Advisor Precision Health

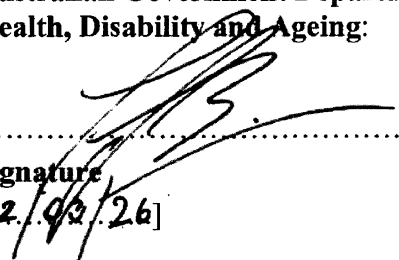
SIGNED

For the **Ministry of Health New Zealand:**


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Signature
[16/3/26....]

**James Oughton, Chief Advisor
Precision Health**

For **Genomics Australia, a part of the
Australian Government Department of
Health, Disability and Ageing:**


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Signature
[12/03/26]

**Tiffany Boughtwood, Australian Health
Genomics Commissioner**

Schedule 1

S1 PROPOSED ACTIVITIES

- S1.1 The Participants wish to cooperate in relation to progressing the implementation of health Genomics and relevant knowledge sharing which would support this.
- S1.2 Under the framework of this Memorandum, the Participants may arrange meetings, information sharing (including general insights and frameworks for data sharing, with appropriate confidentiality provisions), development of jointly endorsed documents e.g. workshop and project summaries, joint cooperation and other specific activities.
- S1.3 In addition, the Department will:
- a) facilitate regular meetings and/or participation in Genomics Australia working groups. Additional confidentiality agreements may be required for participation in working groups.
 - b) provide information, advice and support which could assist to elevate Genomic priorities in New Zealand.
 - c) facilitate connections as appropriate to relevant stakeholders within the Australian Government whose scope of work is beyond that of Genomics Australia.
- S1.4 In addition, the Ministry will:
- a) facilitate connections as appropriate to relevant stakeholders within the New Zealand Government whose scope of work is beyond that of the Ministry.
- S1.5 To further their shared vision and objectives, the participants mutually consent to explore opportunities for collaboration and information sharing in line with themes including, but not limited to:

Health Technology Assessment and regulatory processes

- Joint horizon scanning of emerging technologies and treatments
- Processes for health technology assessment and funding mechanisms for Genomic health technology and services (e.g. genomic testing, gene therapies etc).
- Processes for approval and regulatory status of genomic technologies

Clinical service delivery

- Ethical approaches to Genomics and establishing evidence-based guidelines
- Overcoming implementation barriers
- Precision medicine for cancer

- Registries and databases that support Genomic diagnosis and treatment pathways, for example for rare diseases
- Population screening programs, including care pathways
- Clinical testing pathways and approaches
- Integration of pharmacogenomic data into prescribing practices
- Coordinated service delivery

Research and funding

- Streamlining processes for Genomics-related trials.

Working with the community, particularly Indigenous populations

- Indigenous Genomics and data sovereignty
- Public and patient engagement, especially underrepresented communities
- Community engagement and social license

Genomic data management

- Data security and technical infrastructure
- Ethical and technical frameworks for integrating Artificial Intelligence into Genomic interpretation

Enablers of health genomic implementation

- Regulatory and legal frameworks supporting health Genomics
- Genetic discrimination (e.g., preventing the use of genetic test results in insurance underwriting)
- Workforce capacity, planning and education

