

Memorandum of Understanding Archery Alliance of Australia

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into between the undersigned associations, sets forth the guidelines for an on-going and cooperative relationship between these associations for the betterment of their respective members in particular and the archery community in general.

PURPOSE

This MOU establishes the Archery Alliance of Australia.

The aims of the alliance is to advance matters of common interest, and to do so in a way that respects each others fields of interests and memberships.

The MOU provides a framework for the alliance and a working mechanism to address issues that are common to the associations forming the alliance, and pursued through cooperation and coordination.

This framework maintains the autonomy of each association while at the same time creates a public profile of tripartite cooperation.

Participating associations in the alliance shall be those that sign this MOU, and any others that wish to join shall only do so upon the agreement of the original agencies.

LEGAL

This MOU is not a legally binding agreement and may not be referred to by an arbitrator or be the subject of any legal proceeding.

SOVEREIGNTY

Each association recognises the other as being a national wide body in its own right and respects their right to administer their organisation in a manner to achieve their individual purpose and objectives.

Each agency agrees to refrain from publicly denigrating the other or being party to the transmission of misinformation regarding the others activities.

MANAGEMENT

The common interests of the associations forming this alliance shall be managed by a working party or governance Board of the alliance formed by representatives of the respective associations, as nominated by their governing boards.

Each association shall provide two of their members to act on the governance Board whose role it will be to examine, investigate, negotiate and recommend initiatives which may deliver common benefits to the associations. Additional representatives may, from time to time assist the Board however the voting rights of the Board remains at 2 members per association.

Each association will select their Board representatives without power of veto from the other association.

The alliance Board representatives are to be senior members of their associations so as to provide high level decision making. The decisions of the Board shall be by unanimous agreement, however shall be subject to review by each associations governing Boards.

LIABILITY

Each association forming this alliance shall hold each other blameless for any acts or omissions arising from the activities of the alliance, and agree the associations shall be jointly liable.

It is the intent of the alliance that the Board representatives of the alliance shall be covered by appropriate office bearers insurance and held by each association.

MEETINGS

Formal meetings shall be conducted on an "as needs" basis at a time and place agreed by the governance Board.

The governance Board shall meet face to face at least two times a year, and in addition may hold telephone or other electronic communication meetings.

Minutes of each meeting are to be recorded and distributed to the other members of the Governance Board within 10 working days.

FINANCIAL

Unless funds are secured from an external source, or provided by agreement for a specific project, each agency shall meet the costs associated with its participation under this MOU.

PRIVACY

Throughout the course of this MOU, each association may be required to disclose confidential information to the other for the purpose of reaching agreement on an issue. The associations forming the alliance recognise the sensitivity of this information and agree to maintain its absolute confidentiality.

DISPUTE RESOLUTION

Any disputes which may arise between the participating associations shall be referred to the governance Board of the alliance for resolution after consultation with their respective associations.

Any disputes within the Board of the alliance shall be dealt with on a no blame basis.

AUTHORITY

This MOU shall be authorised under the signature of the Presidents of the respective associations.

AMENDMENTS

Amendments to this MOU shall be made by amending this document and the reissue of the entire MOU under the signatory of the Presidents of the respective associations.

DURATION

This MOU shall remain in existence until such time there remains only one participating agency.

TERMINATION

Any association may withdraw from this MOU upon a 30 day notice in writing to the other participating associations.

IN FURTHERANCE OF their respective goals and objectives, the associations jointly agree to abide by the provisions of this MOU.

IN WITNESS WHEREOF, the associations hereto have caused this MOU to be duly executed.

On behalf of the Australian Bowhunters Association Inc. (ABN: 79 750 451 225)

by 

Michael White (President)

witnessed by  Date: 18 12 2010

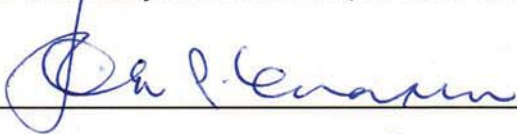
On behalf of the 3D Archery Association of Australia Inc. (ABN: 37 082 971 439)

by 


Neil Digweed (President)

witnessed by  Date: 18 12 2010

On behalf of Archery Australia Inc. (ABN: 26 458 735 812)

by 

John Chaplin (President)

witnessed by  Date: 18 12 2010