

MEMORANDUM OF UNDERSTANDING

BETWEEN

The United Fire Brigades Association of New Zealand Incorporated

AND

The Institution of Fire Engineers NZ Branch

This Memorandum of Understanding ("MOU") is made as of the 28th March 2019

between

The United Fire Brigades Association of New Zealand Incorporated ("UFBA") a national body representing and uniting fire brigades of all kinds throughout New Zealand maintaining its principal place of business at 86 Main Road, Tawa Wellington.

and

The Institution of Fire Engineers New Zealand Branch ("IFE NZ") a non-profit organization maintaining its principal place of business at PO Box 3961, Wellington, New Zealand

WHEREAS, UFBA is a national body representing and uniting fire brigades of all kinds within New Zealand established to advance the charitable purposes of Fire Brigade Members within New Zealand in the following ways:

- To assist Fire Brigade Members:
- To protect life and property from injury or damage by fire or in other situations of emergency.
- To undertake fire protection and prevention activities with the highest level of safety and efficiency in organisation, staffing, equipment, discipline and training.
- To advance the collective interests and status of member brigades and the safety and welfare of Enrolled Members.
- To advocate for and represent volunteer fire brigades and volunteer firefighters generally and specifically in relation to disputes or grievances and where appropriate provide a mediation service to volunteer firefighters in relation to any dispute or grievance.
- To promote and monitor fire brigade standards and performances to achieve the highest possible level of best practice and to encourage technical training and examinations.
- To do such other things as are incidental or conducive to the attainment of any of the above; and

WHEREAS, the Institution of Fire Engineers is a non-profit organization which was established to promote professional education and competency of the fire services.

WHEREAS, the parties recognize the mutual benefit of working together to advance each other's missions with the purpose of this MOU being a basis to establish areas of mutual interest to both organisations.

NOW, THEREFORE, in consideration of their mutual interests the parties agree as follows:

1. SCOPE

- 1.1 Improve the quality of brand recognition of both Parties, provide additional educational opportunities, improve information sharing, develop data resources, and expand collaboration opportunities, taking advantage of the technical capability and professionalism of both Parties in this field.
- 1.2 IFE NZ and UFBA agree to work together in good faith, and as practical, to identify collaborative opportunities between the Parties while respecting the governing Policies, Procedures and By-Laws of the Parties.
- 1.3 The Parties will mutually agree upon which projects to undertake in connection with this MOU.
- 1.4 Before beginning any project under this MOU, the parties will mutually agree upon a Scope of Work (SOW) for each project, which will describe the specific elements, responsibilities of each party and scope of each project.
- 1.5 Nothing in this MOU shall require either Party to commit to any particular project, responsibilities or elements without its express written consent.
- 1.6 This MOU does not preclude IFE NZ or UFBA from entering into similar agreements with other organisations.
- 1.7 Develop collaborative efforts to raise the profile of both Parties in areas where we are currently established and additional locations possibly through joint conferences, research projects and/or event attendance.
- 1.8 IFE NZ and UFBA agree to meet annually to review this Agreement and to discuss current and potential efforts to further or expand the Parties relationship.
- 1.9 The IFE NZ shall make available space in its Magazine (or e-print) for UFBA to submit an article on agreed upon topics related to the Parties.
- 1.10 UFBA shall make space available its Magazine (or e-print) for IFE NZ members to submit articles for publication.
- 1.11 The IFE NZ may invite UFBA to provide a speaker at the IFE NZ Annual Conference.
- 1.12 The UFBA may invite IFE NZ to provide a speaker at the UFBA Annual Conference.
- 1.13 The IFE NZ shall make UFBA representatives aware of the schedule of IFE NZ Branch Educational/Continuing Professional Development (CPD) Conferences/Seminars.
- 1.14 The UFBA shall make IFE NZ representatives aware of the schedule of UFBA Educational/Continuing Professional Development (CPD) Conferences/Seminars.
- 1.15 When appropriate UFBA shall provide presenters on topics of mutual interest to the Parties.

- 1.16 IFE NZ will, when it is able, make available subject matter experts to participate in workshops and seminars held by UFBA on topics of mutual interest to the Parties;
- 1.17 UFBA and IFE NZ shall seek potential research opportunities of mutual interest that may have applicability to both parties.

2. FINANCIAL AND OTHER OBLIGATIONS

- 2.1 Cooperation and coordination between UFBA and IFE NZ shall be consistent with the principles, policies and procedures of each organisation.
- 2.2 The parties shall determine and agree on a project-specific basis how they will jointly share the costs and resources.
- 2.3 This Memorandum shall not obligate either party to contribute any financial support to any particular project or activity unless and until the parties mutually agree as to how the costs and resources will be shared for such project.

3. ADVERTISING AND PROMOTION

- 3.1 This MOU does not grant either party any rights, authority or license to use or authorise the use of the other party's marks, name or abbreviation.
- 3.2 Neither party shall use or refer to the other party or its marks in any advertising or promotion without the other party's prior written permission.

4. NO AGENCY

- 4.1 Neither party is the agent or legal representative of the other party for any purpose.
- 4.2 Neither party has any right or authority to assume or create an obligation or responsibility, express or implied, on behalf of the other party or to bind the other party in any manner.

5. CONFIDENTIALITY

- 5.1 Each party, its employees, consultants, agents and subcontractors shall treat as proprietary and strictly confidential all information received from the other party or any third party in connection with this MOU regardless of the form of receipt (collectively, "Proprietary Information").
- 5.2 Proprietary Information shall not be disclosed to any third party or used for any purpose except as expressly permitted in this MOU without the prior written permission of the other party.
- 5.3 Each party shall immediately return to the other party all Proprietary Information, including all copies or materials referring or relating to Proprietary Information in its possession or the possession of any third party, as requested by the other party or upon termination of this MOU.
- 5.4 All changes, modifications or improvements made by a party in any Proprietary Information shall be deemed additional Proprietary Information subject to this MOU.

5.5 Proprietary Information shall not include information that is:

- (a) in the public domain other than due to a violation of this MOU;
- (b) documented to be known to the receiving party before disclosure by the disclosing party under this MOU and without violation of any confidentiality obligation owed to the disclosing party or any third party;
- (c) independently developed by the receiving party without reference to the Proprietary Information;
- or
- (d) required to be disclosed by law or regulatory authority, provided that the receiving party promptly notifies the disclosing party in writing upon receipt of the request and before such disclosure is made.

8. RESOLVING DISPUTES

8.1 Both parties agree that every effort will be made to amicably resolve any disputes concerning the interpretation of this MOU or the parties' responsibilities under this MOU quickly and cooperatively.

9. TERMINATION

9.1 Each party has the right to terminate this MOU by giving the other party three (3) months' prior written notice.

9.2 Each party has the right to terminate in this MOU with immediate effect if any of the following events occur:

- (a) the other party fails to comply with any provision of this MOU and does not rectify its default within a period of thirty (30) days after receipt of written notice from the first party;
- (b) the other party suspends its payments, enters into liquidation or takes or suffers any similar action in consequence of its debts, whether voluntary or compulsory;
- (c) there is a change in ownership of controlling interests in a party, without the prior written consent of the other party;
- (d) a party makes any misrepresentation in connection with this MOU;

9.3 The provisions of Sections 3 (Advertising and Promotion), 4 (No Agency), 5 (Confidentiality), 8 (Resolving Disputes), 10 (No Waiver) and 15 (Notice), shall survive the termination or expiration of this MOU.

10. NO WAIVER

10.1 Any failure by a party to insist upon the performance of any provision of this MOU shall not constitute a waiver of any rights under this MOU or future performance of that provision.

11. NON ASSIGNABILITY

11.1 Neither party may assign its obligations under this MOU without the prior written consent of the other party.

12. AMENDMENTS

12.1 This constitutes the entire agreement of the parties with respect to its subject matter and supercedes any prior agreements and understandings.

12.2 Amendments to this MOU must be mutually agreed upon by the parties in writing.

13. THIRD PARTY BENEFICIARIES

13.1 Both Party's subsidiaries and affiliates shall be third-party beneficiaries under this MOU and are entitled to all benefits due to either Party. No provision of this MOU shall in anyway inure to the benefit of any other third party, including the public at large.

14. SEVERABILITY

14.1 A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more provisions of this MOU shall not invalidate the remaining provisions of this MOU, nor shall such declaration have any effect on the validity or interpretation of this MOU outside of that jurisdiction.

15. NOTICE

15.1 Notices shall be in writing executed by an authorised person and delivered personally, by registered or certified mail, courier, or facsimile.

15.2 Notice shall be deemed to have been delivered by electronic means upon confirmed receipt and, by mail or courier, upon the earlier of (i) receipt or (ii) five (5) business days after the notice is deposited in the mail or placed with the courier for delivery to a party at the following address (or at such other address as that party may designate in writing)

Signed this day

For Institution of Fire Engineers NZ Branch



(Signature)

Ed Claridge
President, NZ Branch
Institution of Fire Engineers NZ

Signed this day 28th March 2019

For United Fire Brigades Association



(Signature)

Bill Butzbach
Chief Executive Officer
United Fire Brigades Association of NZ

Signed this day 28th March 2019

With copy to:
Institution of Fire Engineers
PO Box 396
Wellington
New Zealand
Attn: Secretary

With copy to:
UFBA
PO Box 56079
Tawa
Wellington
Attn: Secretary