

# Memorandum of Understanding

United Fire Brigades' Association of New Zealand

and

Provincial Associations

## 1. BACKGROUND

The parties, being the United Fire Brigades' Association of New Zealand (UFBA) and the seven Provincial Fire Brigades' Associations (Provincials) wish to record their commitment to an enduring partnership relationship with each other.

The parties work to recognise, support, advance, and connect with their members and are not-for-profit organisations with a long history of serving fire brigade personnel.

Whilst the UFBA and Provincials work independently to provide services to their members, there are many opportunities to work together in support of each others' members. To-date, these have largely been in the following areas<sup>1</sup>:

- Running challenges and other events
- Advocacy and support
- Presenting service honours

The parties met on 2 July 2020 to discuss how they could work more closely together to provide services and support to their respective members and the sector generally. Concern was raised about the ongoing relevance of Provincials and how that might be assured. The parties agreed to draft a Memorandum of Understanding (memorandum) for consideration by the parties and through the Provincials to the Sub-Associations.

## 2. PURPOSE OF MEMORANDUM OF UNDERSTANDING

This memorandum details the agreement the parties have made to collaborate on services that are important to members.

The purpose of this memorandum is to:

- record the principles and objectives that form the basis of an ongoing relationship between the parties
- outline the areas of collaboration
- help establish a stronger network of service and support for brigades and enrolled members, and in doing so also enhance the relevance and effectiveness of the parties.

The parties will work together to manage their respective organisations in a manner that recognises and respects each other's duties and objectives and promotes integrated and co-operative working relationships with members.

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<sup>1</sup> Not all Provincials carry out all roles and some have additional work.

### **3. OUTCOMES**

Together, the parties seek to achieve the following outcomes:

- A regular flow of information between the parties on matters related to support, challenges and other events, service honours and matters that are important to members
- A well-supported process to identify and consult on matters important to members
- Be seen by members to be collaborating effectively
- Become increasingly relevant and seen as worthwhile by brigades

### **4. COMMUNICATION**

The parties seek to connect regularly and effectively.

This is expected to be bi-monthly by video conference. The Provincial Presidents (or their nominees) will meet with the UFBA Board once a year. The UFBA agrees to take primary responsibility for arranging these meetings.

A meeting of UFBA and Provincials representatives will be held within two months of signing this memorandum at which a three-year plan of action will be agreed.

The parties will nominate a contact person to meet regularly to establish, implement and review progress on agreed actions and to communicate effectively from and to their Provincial, other Provincials and the UFBA.

It is the responsibility of the contact person to:

- Work collaboratively to arrange meetings and reviews
- Oversee any milestone reporting requirements as agreed by all parties to this memorandum
- Keep all parties to this memorandum fully informed
- Act as a first point of reference between parties to this memorandum
- Communicate between parties to this memorandum on matters that may be of interest to other parties to this memorandum

If a contact person changes, the other parties to this memorandum will be informed of the new contact person. There should be a handover process so the new person can learn the role.

In the interests of clear communication, any public statements must be made only after agreement with all other parties to this memorandum.

### **5. PRINCIPLES OF WORKING TOGETHER**

The parties collaborate with these understandings:

- The UFBA recognises that each Provincial has a mandate from their members to provide support in their individual regions. The Provincials recognise that the UFBA has a mandate to provide services to brigades and enrolled members nationally.
- This memorandum will in no way constrain the UFBA in carrying out any of its duties, functions, and responsibilities in terms of its agreement with Fire and Emergency New Zealand.

- This memorandum recognises the unique governance structures of each Provincial. The UFBA and Provincials agree to collaborate with good intent to demonstrate an open and responsive approach to working more closely to provide services to brigades.
- The UFBA has a responsibility to deliver challenge events at a national level in line with their rules.
- The UFBA supports Provincial events by providing equipment and advice when requested.

## 6. SPECIFIC OBLIGATIONS OF PARTIES

Each party agrees to fulfil the following obligations in relation to the MOU:

### a) Management agreements and contractual arrangements

For the avoidance of doubt, the relationship of the UFBA and Provincials under this memorandum is not one of legal partnership, joint venture, or agency.

### b) Confidentiality is assured

None of the parties to this memorandum is to disclose, directly or indirectly, any confidential information received from another party to any third party without written consent, unless required by law in which case the party or parties concerned is to inform the other party prior to disclosure.

### c) Keep intellectual property and ask to use logos

All intellectual property brought by the UFBA and Provincials to the relationship under this memorandum remains in the ownership of that association.

Use of logos or other organisational identification must be agreed to in writing by each party to this memorandum on a case by case basis.

## 7. DISPUTES

Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the parties to this memorandum.

## 8. PERIOD OF THE MEMORANDUM OF UNDERSTANDING

This memorandum will become effective once signed by the parties and remains effective for a period of three years (unless during the review process all parties to the memorandum agree in writing to renew the term of the memorandum before its expiry).

Each party may withdraw from the memorandum by giving four weeks' written notice to all other parties.

The schedules will be reviewed annually. The contact person for each party is to identify from their own group matters for submission to the annual review meeting where the following will be discussed:

- The implementation and progress of collaborative actions
- Evaluation of whether the parties to this memorandum are achieving the agreed actions
- Any difficulties any party to this memorandum is experiencing either in the project itself or in the parties' interactions
- Any other matters the parties to this memorandum wish to discuss with each other

## **9. SCHEDULES**

Schedules to this Memorandum allow for changes to be made to contact details, action areas where it is not necessary to amend the body of the memorandum.

Schedule 1: Contact details

Schedule 2: Calendar of key dates

Schedule 3: Annual commitments

Schedule 4: Parties to this agreement