



Memorandum of Understanding
between
The Federation of New Zealand SeniorNet Societies Inc.
and
SeniorNet Eden-Roskill Incorporated

1. Introduction

This Memorandum of Understanding (MoU) sets out how the parties – Federation of New Zealand SeniorNet Societies Inc. (Federation) and, SeniorNet Eden-Roskill Incorporated (Learning Centre) agree to work together to create a collaborative environment.

This MoU should be read in conjunction with the Constitution of the Federation.

2. Purpose

The purpose of this MoU is to provide a clear understanding of the roles, responsibilities, and obligations of both parties and in doing so create a collaborative environment in which to operate.

The focus of both parties is to improve digital literacy for older people living in New Zealand.

This MoU is identical for all member Societies (Learning Centres) of the Federation and cannot be individually tailored for individual members.

3. Term

This MoU will commence on the day it is signed by the parties and remain in force until a party withdraws or it is replaced by a new MoU. This MoU may be terminated at any time by either party.

4. MoU not legally binding

Nothing in this MoU shall make either party liable for the actions of the other or constitute any legal relationship between the parties or limit or affect the independence of the parties. The parties agree that this MoU does not limit any party in the provision of services.

Any statements of intention in this MoU are subject to the discretion of each party to act as necessary to perform its legal functions or obligations and to exercise any statutory powers.

Where there are external changes which affect the purpose and functions of this MoU, each party agrees to inform the other of those changes at the earliest possible time.

5. Roles, Responsibilities and Obligations

The following sections outline the obligations of the parties.

5.1 The Federation (including its elected officers and employees) shall:

a. Encourage the Learning Centre to:

- i. Become an Incorporated Society and / or a registered Charity and adopt appropriate rules.

b. Provide a national office and a suitably qualified person to undertake the following functions:

- i. Represent SeniorNet at a national level as a spokesperson and single point of contact for external parties and supporters.
- ii. Liaise with government agencies and external funders and sponsors.
- iii. Coordinate accounting services undertaken by the Federation and assist secretary / treasurer as required to support the annual audit.
- iv. Provide advice when requested to Learning Centre office holders to assist with their operations.
- v. Develop and maintain the Federation web site and, links to Learning Centres and supporters.
- vi. Communicate and promote national level activities to Learning Centres.
- vii. Communicate and promote SeniorNet and its objectives at the national level to like-minded organisations.
- viii. Negotiate partnerships compatible with and beneficial to the Federation.
- ix. Negotiate a voluntary Group Insurance Scheme for Learning Centres.
- x. Advise on fundraising matters and apply for nationally oriented grant funding.
- xi. Produce and distribute a Federation e-newsletter on a regular basis.
- xii. Assist with logistical requirements for Federation Committee meetings.
- xiii. Provide Executive Officer and national office reports to Federation Committee meetings.
- xiv. Act as the Privacy Officer for the Federation (and Learning Centre if requested).
- xv. Coordinate the organisation of the Annual General Meeting and Symposium with support from the nominated host Learning Centre.
- xvi. Assist with any other matters appropriate in supporting Learning Centres.
- xvii. Manage any donations received from Learning Centres or other parties.

c. Support Regional Learning Centres to:

- i. Promote the sharing of knowledge, skills, resources, and experiences between Learning Centres.
- ii. Create a forum for discussion between Learning Centres to achieve good practice.
- iii. Encourage good practice adoption and outcomes amongst Learning Centres.
- iv. Provide support to Learning Centre office holders.
- v. Gather feedback from Learning Centres to share with other Learning Centres.
- vi. Promote and encourage the provision and use of shared resources.
- vii. Provide Regional Meeting forums for tutor and office holder discussion and, exchange of skills, knowledge, experiences, sharing of resources and emerging technologies.
- viii. Encourage the appropriate use of the SeniorNet brand.

d. Federation Brand awareness, Marketing and Advertising:

- i. Coordinate the production of editorial articles for national publications to lift brand awareness of SeniorNet.
- ii. Produce appropriate promotional and marketing resources and make available for use by the Learning Centre.
- iii. Provide financial assistance to:
 - a. Establish new Learning Centres.
 - b. Promote growth through the promotion of Learning Centres.
 - c. Support promotional opportunities.

5.2 The SeniorNet Learning Centre shall:

a. Adopt Management Guidelines to:

- i. Acknowledge, support, and promote and implement any agreed, relevant quality guidelines issued by the Federation.
- ii. Consider becoming an Incorporated Society and / or a registered Charity and, adopt appropriate rules.
- iii. Keep appropriate records of data to provide uniformity of information as required by the Federation.
- iv. Notify the Federation of any changes to contact or office holder details for the Learning Centre as soon as reasonably practicable.
- v. Have processes in place to respond to public and member inquiries in a timely fashion.
- vi. Seek member approval to provide membership information to the Federation.
- vii. Participate (as necessary) with all other Learning Centres in the same Regional Area in order to nominate and select a Regional Representative to sit on the Executive Committee of The Federation. The selection process should be completed prior to the Federation AGM to ensure that each Region puts forward a single nominee to the AGM.
- viii. Comply with the requirements of the current Privacy Act including the appointment of a Privacy Officer (which could be the Federation Privacy Officer).

b. Foster collaboration and collegiality by:

- i. Actively participating in Regional activities.
- ii. Making provision for one authorised elected delegate to attend the Federation AGM / Symposium in order to keep informed, gather new ideas, experiences and, share learning.
- iii. Promoting the sharing of resources.
- iv. Welcoming members from other Learning Centres at meetings, courses, and workshops to encourage participation and inter-centre sharing of knowledge and information.
- v. Where appropriate, organising member days, at least annually. The purpose of which is to keep members enthusiastic to learn more, provide social interaction, grow membership by member-bring-a-friend and the promotion of upcoming activities.
- vi. Keeping relevant and up to date by offering core skills-based learning sessions.
- vii. Understanding member learning requirements and making available courses and workshops accordingly.
- viii. Where possible, acknowledging and participating in sponsor's programmes, marketing campaigns and special offers.
- ix. Offering sponsor-provided resources, where available such as online banking or insurance.

c. Where appropriate undertake marketing and advertising to:


- i. Maintain an up-to-date digital presence (preferably a website or social media platform), the minimum being a listing on the Federation website.
Ideally the digital presence should:
 - a. Use the SeniorNet "Brand Tool Kit" in its design.
 - b. List the location, contact details and hours of operation.

- c. Show course and workshop offerings, ideally with a schedule of availability spanning two months in advance.
- d. Describe how to become a member of the Learning Centre.
- e. Include a link to the Federation website.
- ii. Keep in regular contact with members and past members to advertise learning opportunities and activities at the Learning Centre.
- iii. Distribute the Federation e-newsletters and other relevant communications to members in a timely fashion.
- iv. Use local, community-based advertising channels to promote Learning Centre activities and appropriate sponsor promotions.
- v. Identify and participate in community based, public expos using the Federation promotional resource materials.
- vi. Organise regular Open Days at the Learning Centre to encourage new members and greater community exposure.

6. Dispute Resolution

Prior to mediation both parties will attempt, in good faith, to reasonably resolve any dispute.

- a. Any dispute arising out of or relating to this MoU may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between the parties.
- b. Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances.
- c. The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

Signed by:  Date: 16 July 2021

Print Name: Ray McDonald

Chairperson of Learning Centre – SeniorNet Eden-Roskill Incorporated

Signed by:  Date: 17th December 2021

Print Name: MARILYN GOODWIN

Chairperson - Federation