

Memorandum of Understanding

As agreed to at the Joint Executive Meeting 21st May 2017

Hereafter referred to as the "Agreement"

01. PARTIES:

This Agreement covers arrangements between the following parties:

- Victorian Square Dancing Association Inc. A0005828 (*herein after referred to as VSDA*).
- Victorian Callers Association Inc. A0008257D (*herein after referred to as VCA*).
- Round Dance Association of Victoria Inc. A0039659Y (*herein after referred to as RDAV*).

02. TERM:

This Agreement is effective from the 1st of January 2018 and is binding on all Associations named for a period of two years, but will be reviewed annually.

03. REVIEW:

Following a decision by the VSDA, VCA and RDAV to amend current Agreement, a new Agreement must be drawn up by the Association which chaired the meeting, accepted by the other Associations and signed by two(2) office bearers of each of the Associations within three(3) months of the meeting.

If the new agreement is not signed within the timelines without plausible reason, then the agreed amendments will be as minuted.

Regardless of such reviews the Agreement and its amendments will remain in place and is binding on all Associations regardless of changes in office bearers of any Association.

04. CORRESPONDENCE:

All written notifications shall be sent to the Secretary of the relevant Association, via normal postal services, fax, email or in person.

The sending Association shall determine the communication method used and shall bear all costs of such communication.

05. ADDRESSES:

It is the responsibility of each Association to notify the other Associations of any change of Secretary or Secretarial address details as soon as practicable after such change.

06. CALLERS & CUERS:

The VCA and the RDAV to provide the VSDA with a list of financial member's to ensure Callers / Cuers are only charged at the "member's price" for all VSDA functions. If such listing is not provided then Callers/Cuers will be charged at the non-members price for admission to these functions.

07. AGREED FUNCTIONS:

This agreement covers the three functions organised by the VSDA on an annual basis.

1. The State Convention, which is a weekend function, normally held over the March Labour day weekend. In years in which the National Convention is held in Victoria, the State Convention may be held on another weekend.
2. VSDA August Members Dance
3. VSDA November Dance

08. ADDITIONAL FUNCTIONS:

1. If the VSDA wishes to run any dance functions other than the agreed functions, then the VSDA must give written notification to the VCA and the RDAV. of its intentions and must offer these bodies the opportunity to provide program managers for such extra functions before making any offers to other persons, groups or Associations.
2. The VCA and RDAV shall respond in writing within 14 days of receipt of notification clearly indicate in writing their acceptance or non-acceptance to provide Program Managers for the function.

09. NOTIFICATION OF PROGRAM MANAGERS:

1. The VCA and/or RDAV will notify the VSDA of their appointed Program Managers and assistants within 28 days of notification of the approval of the venue.

2. The VCA and/or RDAV will nominate one of the appointed Program Managers as the primary contact.

10. ALTERNATIVE PROGRAM MANAGERS:

1. If the VCA declines or fails to respond to a request to provide Program Managers for an agreed or additional function, then the VSDA may appoint any person/s it sees fit to provide it with such programming duties.
2. If the RDAV decline or fails to respond to a request to provide Program Managers for the round dance portion of an agreed or additional function, the VSDA shall invite the VCA in writing to program such round dance portion.
3. The VCA shall respond within 28 days of receipt of such correspondence.
4. In the event that the VCA declines or fails to respond to a request to program the round dance portion then the VSDA may appoint any person/s it sees fit to carry out these duties

11. CHANGE OF FUNCTION DATE OR VENUE:

1. Once the VCA and/or RDAV have agreed to provide Program Managers for a function, any changes to the date or venue shall only be made in joint consultation with the parties providing Program Managers for the function.
2. If the VCA or the RDAV do not agree to such changes, they may withdraw or change their Program Managers without recourse.

12. NOTIFICATION OF UPCOMING EVENTS:

In addition to the above agreements regarding the three VSDA events, each association should notify the other two associations of the proposed dates and venues of any major event organized by that association. This notification should be to the relevant secretaries, at the time of initial planning, to allow consideration of any major difficulties.

13. MEETINGS:

1. A meeting between the named Associations shall be held in May of each year. Three months prior to any meeting, the Association appointed to chair it must issue a meeting reminder together with a request for Agenda items and explanatory information. Such items and documents must be circulated at least two months prior to the meeting for consideration by the other Associations.
2. A meeting between the named Associations may be called at any time to discuss issues of interest or concern to the named Associations. Such a meeting will be organised by those calling the meeting to be at a mutually agreed time and place.
3. A maximum of 4 representatives of each Association may attend meetings, two (2) of whom shall be office bearers. Voting rights will be granted to two (2) office bearers nominated for this purpose prior to the commencement of the meeting. A Quorum for meetings shall be 2 office bearers of each Association.

FINNACIAL ARRANGEMENTS

14. Everybody pays including programmed Caller, Cuers and Committee members.
 1. State Convention:-
 - a. An amount of \$500.00 be paid into a pool for up to 300 registered Dancers or registered Spectators, and an amount of \$6.00 per additional dancer/spectator in excess of 300.
 - b. Pool is to be distributed 70% to VCA and 30% to RDAV and is payable by the VSDA to both bodies.
 - c. At the completion of the function all programmed VCA & RDAV members will be refunded their ticket price.
 2. November Dance:-
 - a. The amount of \$2.00 per registered Dancer or registered Spectator be paid into pool for up to 120 attendees. For each registered Dancer or registered Spectator over 120 an amount of \$3 will be added to pool.
 - b. Pool is to be distributed 70% to VCA and 30% to RDAV and is payable by the VSDA to both bodies.
 - c. At the completion of the function all programmed VCA & RDAV members will be refunded the dance portion of their ticket price.

3. August Members Dance:-
 - a. That neither the VCA. or the RDAV. receive payments for this event if the VSDA does not charge an entry fee.
 - b. In the event that the VSDA does charge an entry fee the amount received will be split 50/50 between the VSDA and pool.
 - c. Pool is to be distributed 70% to VCA and 30% to RDAV and is payable by the VSDA to both bodies.
4. The VSDA may allow free entry to whomever they choose but the applicable amount shall be paid into relevant pool.
5. For events where no charge is made all financial members of the VCA and RDAV will be granted temporary membership of the VSDA for that event.
6. Arrangements for settling financial transactions be as follows:
 - a. Funds owing to the VCA and RDAV will be paid within 30 days of the completion of each function.
 - b. All monies owed by any Association to another be promptly advised on a fully itemised invoice for payment within 30 days of issue.
 - c. The cost for the Victorian page in the Australian Square Dance Review be allotted between the Associations as follows:
 - i. VSDA 50%
 - ii. VCA 30%
 - iii. RDAV 20%

15. APPENDICES:

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|---|-------------------------------|---|-------------------------|
| A | VCA Caller Selection Criteria | D | Dinner Dance Guidelines |
| B | RDAV Cuer Selection Criteria | E | August Dance Guidelines |
| C | State Convention Guidelines | | |

This Memorandum of Understanding is signed by the following office bearers.

VSDA President

Name
(Print)

Signature

Date / /

VSDA Vice President

Name.....
(Print)

Signature.....

Date / /

VCA President Name

Name
(Print)

Signature

Date / /

VCA Vice President

Name.....
(Print)

Signature.....

Date / /

RDAV President

Name
(Print)

Signature

Date / /

Vice President

Name.....
(Print)

Signature.....

Date / /

