



EQUESTRIAN
AUSTRALIA

**MEMORANDUM
OF
UNDERSTANDING**

AS OF 30 APRIL 2013

Equestrian Australia Limited

Memorandum of Understanding between:

Equestrian Australia Limited ("EA")

and

**its Member Branches
("the Branches")**

Vision

It is the vision of EA to have a vibrant Equestrian Community with increasing participation in a professionally run sport where all members have the opportunity to fulfil their aspirations.

1.0 INTERPRETATION

1.01 In this Agreement the following words and phrases have the following meanings:

- I. *Equestrian Australia Limited ("EA") is the FEI- recognised body for the promotion and administration of the sport of Equestrian in Australia.*
- II. *The Branches are the recognised bodies, which, within the policy framework of EA, govern the sport of Equestrian in their respective States and Territories.*
The Branches are the only Members of the Company entitled to exercise any right granted to a member of a company by the Act, including without limitation rights to receive notice of all General Meetings and by its elected or appointed Delegate, the right to attend, debate and vote on behalf of the Branch concerned, casting one vote on any resolution for which notice has been duly given under this Constitution and participate in any distribution on the winding up of the Company and no Participating Member or other person called a member by whatever description under this Constitution, shall have any rights of a Branch unless all such Branches shall unanimously so agree and then only in terms of their agreement. For the avoidance of doubt, only Delegates shall be counted in determining the quorum for any such meeting.
- III. *Agreement means this Memorandum of Understanding.*
- IV. *Branch means a Shareholder Branch that is a signatory to this Agreement.*
- V. *General Meeting ("GM") means a properly convened General Meeting of EA.*
- VI. *Annual General Meeting ("AGM") means a properly convened Annual General Meeting of EA.*
- VII. *The Fédération Equestre Internationale ("FEI") means the international governing body of the sport of Equestrian.*
- VIII. *Member means any member of EA or of its Branches in any membership category.*
- IX. *Riders include carriage drivers, vaulters and members leading show horses.*

1.02 Unless the context otherwise requires, reference to:

- I. the singular includes the plural and the plural includes the singular and words importing one gender include the other

- II. persons include incorporated and unincorporated bodies, partnerships, joint ventures and Branches and vice versa and their legal personal representatives, successors and assigns
 - III. a party includes the party's executors, administrators, successors and permitted assigns;
 - IV. a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them.
- 1.03 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 1.04 "Including" and similar words are not words of limitation.
- 1.05 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

2.0 RECITALS

2.01 The objects of EA and its Branches include the promotion of the interest and well-being of the sport of Equestrian as well as improving the physical, mental and social well-being of Australian citizens through participation in Equestrian activities.

2.02 EA and the Branches have come to a mutual agreement as to how they can promote and develop the sport of Equestrian in Australia.

EA and Branches have agreed to allocate responsibilities in the manner identified in this Agreement, so that the parties can, through carrying out their mutual obligations under this Agreement, meet their goal of promoting and developing the sport of Equestrian in Australia.

2.03 EA acknowledges that the Branches are legally autonomous and financially independent bodies but are at the same time joint shareholders of the Federation. Except in accordance with this Agreement, EA undertakes not to attempt to compromise that autonomy in any way. EA and the Branches acknowledge that both parties are committed to the development of the sport of Equestrian in Australia and undertake to support each others' efforts.

3.0 IT IS AGREED:

Strategic Directions

3.01 EA and the Branches will work together to develop and support the strategic directions of EA. Branches will reflect the national strategic direction in their strategic plans, EA will hold a National forum every two years with the State Branches.

Responsibilities

3.02 The roles and responsibilities of the parties will be as set out in the attached schedule.

Membership Participation

- 3.03 Membership of the Branches shall be open to all who wish to participate and meet membership requirements, regardless of gender, religion, race, political persuasion, age, socio-economic status, class or personal interest. Members of Branches automatically become members of EA. The EA Constitution sets out the means by which members of branches automatically become members of EA.
- 3.04 EA will work with the branches to achieve a common membership framework.
- 3.05 However, members while suspended or otherwise disqualified by a Branch, shall be ineligible for membership of any other Branch. Overseas riders shall not be eligible for membership until relevant clearances are presented, according to EA or FEI regulations.

Conflict Resolution

- 3.05 In the event that EA and one or more of its Branches are in disagreement over the interpretation of this agreement, the parties will take the following steps:
- I. Within 14 days of the establishment of the disagreement, detail in writing to the other party their understanding of their expectations and obligations under this agreement.
 - II. Within a further 14 days meet in person or by telephone conference to discuss the issues involved and attempt to come to an agreed resolution of the disagreement.
 - III. If after this meeting, there are still unresolved issues, the Australian Sports Commission will appoint an Arbitrator who will investigate the issues and make a decision. Both parties agree to be bound by the Arbitrator's decision.

Non-Compliance

- 3.06 Failure to comply with the Arbitrator's interpretation of this agreement will result in the Board calling an EA Members' Meeting to resolve the issue.

Implementation of Commitments.

- 3.07 EA and the Branches will do all acts and execute all appropriate documents to implement each of their commitments under this Agreement without delay. In so implementing the commitments, each party agrees with each other party that they will act at all times in accord with their mutual intent and desire to promote the sport of Equestrian for their joint benefit and that each commitment will be interpreted in accordance with this mutual intent.
- 3.08 EA and the Branches agree to keep each other informed of all their activities and initiatives relative to this agreement and undertake not to intentionally do or allow any acts or omissions to be done that will bring the name of EA, its Branches or the sport of Equestrian into disrepute or compromise the agreed goals and objectives of the Federation.
(Details of reporting requirements to be defined.)

- 3.09 EA will facilitate an Annual meeting of EA and representatives of the Branches, including but not necessarily limited to, Branch Chairs and Executive Officers, in order to discuss matters relating to their activities and the sport of equestrian.

No Waiver

- 3.10 If a party waives a right under this Agreement, this does not operate as a waiver of a subsequent breach of this right or any other right under this Agreement.

Variation

- 3.11 This Agreement may not be amended or modified in any way or manner except in writing signed by and on behalf of all the Member Branches.

Severance

- 3.12 Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a Court of competent jurisdiction then the remainder of this Agreement and the application thereof other than those provisions which have been held invalid or unenforceable will not be affected thereby and will continue valid and enforceable to the fullest extent permitted by law or equity.

Governing Law

- 3.13 This Agreement is governed by and is to be construed in accordance with the laws applicable to the State of New South Wales and the effects to be given to any breach hereof will be determined by the Courts of the State of New South Wales in accordance with such laws.

Execution

- 3.14 Each individual executing this Agreement on behalf of a State Branch represents and confirms that he or she has the full authority and consent of the party on whose behalf he or she executes this Agreement to bind such State Branch to the terms and conditions hereof and the obligations of such party to perform and observe each and every requirement hereof and on its part to be performed and observed will not be waived by any subsequent claim that such person did not have the requisite authority and consent as aforesaid.
- 3.15 The Memorandum of Understanding is to be formally reviewed at the EA AGM after each Olympic Games. EA or any Branch may request a review at any other time on the provision of reasonable notice.

Parties to the Agreement

Signed on behalf of
The Equestrian Australia Limited

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (NSW Branch)

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (Victoria Branch)

..... Date / /

Signed on behalf of
Equestrian Queensland Inc.

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (SA Branch)

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (Tas Branch)

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (WA Branch)

..... Date / /

Signed on behalf of
The Equestrian Federation of Australia (NT Branch)

..... Date / /

ATTACHMENT - ROLES AND RESPONSIBILITIES OF EA AND THE BRANCHES

Function	Role and Responsibility of EA	Role and Responsibility of Branches
1. Strategy		
1.1 Strategic Plan	Prepare and lead the implementation of the National Strategic plan for the sport of equestrian. This plan should be reviewed every two years. EA should report on progress in relation to the strategic plan at the annual meeting with State branches.	Annually update their strategic plan, to ensure it operates within the National policy framework and reflects the aims and objectives of the national strategic plan. Submit a report to the first EA Board Meeting of the calendar year summarising achievements.
2. Policies & Systems		
2.1 Anti-Doping and Medication Control	In consultation with the Branches, develop a national policy and procedure supporting a drug-free sport for horse and rider.	Adopt the National EA Anti-Doping and Medication Control By-Laws, Policies and Procedures.
2.2 Judicial System	In consultation with the Branches, develop National By-Laws, policies and procedures concerning disciplinary action for EA rule infringement.	Adopt the National Disciplinary and Appeal By-Laws, policies and procedures

Function	Role and Responsibility of EA	Role and Responsibility of Branches
3. Governance & Structure		
3.1 Corporate Governance	<p>EA agrees to conduct a review of its corporate governance system at least once every four years with the aim of adopting modern governance principles and practices.</p> <p>The review of governance principles and practices includes the National Sport Committees.</p>	<p>Branches agree to conduct a review of their corporate governance system at least once every four years with the aim of adopting modern governance principles and practices, using, for example, ASC governance principles as a guide.</p> <p>The review of governance principles and practices includes the Branch Sport Committees.</p>
3.2 Constitution	<p>The branches as members of EA determine the contents of the EA Constitution within modern governance principles and practices.</p>	<p>When reviewing their constitution, Branches should consult with the National Board regarding proposed changes before these changes are put to the Branch membership for approval.</p>
3.3 Structure	<p>Acknowledge that the Branches in accordance with their constitutions are legally autonomous and financially independent bodies operating within a National Equestrian sport framework.</p>	<p>Acknowledge that the Branches are the Members of EA Ltd and that as individual Branches they do not act for EA or represent EA or any other branch</p> <p>Acknowledge that Branch autonomy works within the National Equestrian sport framework and EA's constitution.</p>
3.4 National Committees	<p>National Sport Committees are established by the Board and carry out such functions as are directed and approved by the Board or are provided for in the relevant EA By-Laws.</p>	<p>Branches and Branch Sport Committees contribute to the development of national policies and rules.</p> <p>Branches and Branch Sport Committees implement national policies and rules and carry out other functions at Branch and regional level complementary to the functions of the National Sport Committees as approved and directed by the respective Branch.</p>

Function	Role and Responsibility of EA	Role and Responsibility of Branches
<p>4. Finance & Administration</p>		
<p>4.1 Finances</p>	<p>The EA Financial year is 1 July to next 30 June. Manage the finances of EA in a conservative and responsible manner. Provide the financial statements of EA to the Branches within four months of the close of the financial year. The determination of non-indexation adjustments to levies and other fees requires two-thirds majority vote of the Members. EA will not enter into any arrangements which impose a financial cost on the Branches (excluding insurance and any other costs already being met by the Member Branches and excluding obligations under Federal Government Emergency Animal Disease Response Agreement), unless EA is prepared to meet the cost of such imposition or has the agreement of a two third majority vote of the Branches. Publish EA annual reports and annual financial statements on the web.</p>	<p>Recommend 30 June as the end of the financial year as the preferred financial period for a Branch Manage the finances of the Branches in a conservative and responsible manner. Work towards a common accounting and reporting format across EA and the branches. Collect and remit to EA an annual capitation fee for each member, of an amount determined by the EA Board from time to time. Any such amount cannot be adjusted more than CPI without the approval of two thirds of the Branches Collect and remit to EA any other levies as determined by a two-thirds majority vote of the Members. Maintain financial records as approved by an accredited auditor, and forward audited financial statements to EA within 4 months of the close of the financial year Publish Branch annual reports and annual financial statements on the web. No branch will enter into any financial arrangement which imposes a financial cost on EA or any other Branch without the expressed consent of the party charged..</p>

Function	Role and Responsibility of EA	Role and Responsibility of Branches
<p>4.2 Administration</p>	<p>Maintain an adequately-resourced and skilled National Office</p> <p>Provide a summary of all Board meetings and General Meetings of EA to Branches within 21 days of the meetings</p> <p>Establish common privacy guidelines in consultation with the Branches.</p> <p>In consultation with the Branches, develop an EA membership Code of Conduct for the relationship between EA (including its Branches) and individual members and affiliates. A two-thirds majority of Shareholders will approve its implementation.</p> <p>In cooperation with the Branches, develop relevant common administrative systems, forms and other stationery for use by EA and all Branches.</p> <p>EA shall make available applicable EA and FEI registered trademarks and intellectual property to the Branches on mutually agreeable terms.</p> <p>EA should develop and maintain a national IT system for use by EA, Branches and members</p>	<p>Maintain an adequately-resourced State office to properly service members.</p> <p>Provide a summary of proceeding of all Council, Board or Annual General meetings of the Branches to EA within 21 days of the meeting if requested.</p> <p>Comply with privacy legislation within agreed National guidelines and compliant with respective State legislation, for use of membership records of the Branches</p> <p>Implement the EA Code of Conduct (when developed) for the relationship between EA (including its Branches) and individual members and affiliates.</p> <p>Conduct Branch business and all relations with individual members and affiliates fully in accordance with the EA Codes of Conduct (when developed)</p> <p>Communicate with EA promptly all issues arising within Branch activities that are referred to under the Codes of Conduct or in areas that require national compliance (e.g. anti-doping).</p> <p>Branches will adopt National policies and By-Laws (i.e. anti-doping, medication control, disciplinary, appeal, member protection, privacy).</p> <p>Branches use agreed common systems and agreed common forms and other stationery.</p> <p>Branches shall use the National IT system</p> <p>The Branches should only use EA & FEI registered trademarks and intellectual property in accordance with agreed terms</p>

Function	Role and Responsibility of EA	Role and Responsibility of Branches
4.3 Developing Membership base	EA shall actively seek to expand the membership base of EA and in so doing shall give effect to FEI Olympic and Non-Olympic disciplines.	Branches shall co-operate with EA in expanding the membership base of the sport accordingly.
4.4 Member Services	<p>In conjunction with the Branches, develop a common system of membership categories</p> <p>Develop a common national program addressing the servicing of members and volunteers including, but not limited to, membership terms and conditions and insurance cover.</p> <p>Ensure that the National IT system registers, organises and manages members, horses and volunteers of EA and the Branches.</p>	<p>Implement a common system of membership categories.</p> <p>Implement the member servicing program within the relevant Branches and, in so doing, comply with this program with the objective of ensuring that members and volunteers receive similar services, regardless of their Branch.</p> <p>Use the National IT system to register, organise, and manage members, horses and volunteers in the relevant Branch</p>
4.5 Information Technology	<p>Develop and implement a single National Database to provide exchange of data and information between EA and the Branches.</p> <p>Provide Branches with ongoing access to the database, subject to management and confidentiality protocols which will be established by EA in consultation with the Branches and be binding on all Branches.</p>	<p>Fully co-operate with EA in the development of the National Database</p> <p>Provide EA, through input into the National Database, with such information as it requires to develop and maintain a national database; this information includes, but is not limited to:</p> <ul style="list-style-type: none"> • the names, addresses and contact details of members and horses registered with each Branches • event results • accreditation details for Branch-level accreditation of officials

Function	Role and Responsibility of EA	Role and Responsibility of Branches
5. Communication	Develop a Communication Strategy in consultation with the Branches covering all aspects of communication with members, Branches and Committees and external stakeholders.	At all times comply with and implement the communications strategy developed by EA.
5.1 The Internet	Further develop the national Equestrian web site Place all policies of EA on the EA website.	Support the National web site Ensure that all Branches' web pages are accessed via the National web site Place all policies of the Branch on the Branch website National documentation must not be made available on Branch webs but Branch webs should provide a link to such documents on the National web.
5.2 Coaching & Officiating	Establish and maintain the EA National web site as a one-stop source for EA National Coaching & Officiating information. Develop a coordinated approach to both National and Branch Coaching & Officiating communication strategies (e-mail and hard-copy), resulting in a more uniform and credible coverage across all states.	Provide input and support (via direct web page links) to establish the EA National Web Page as a one stop source for EA National Coaching & Officiating information Provide input and support for e-mail and hard-copy communication strategies
5.3 National Magazine	Subject to financial feasibility, publish an electronic national Equestrian magazine.	Support the national magazine by providing copy, as requested by EA

Function	Role and Responsibility of EA	Role and Responsibility of Branches
<p>6. Coaching & Officiating</p>		
<p>6.1 Coaching / National Coaching Accreditation Scheme (NCAS)</p>	<p>Maintain and support National representation at two National NCAS Committee meetings annually</p> <p>Review course content, delivery options, resource materials and accreditation requirements through the EA National NCAS Committee.</p> <p>Approve groups/organisations as ‘course providers’.</p> <p>Continue to develop services and benefits for EA NCAS Coaches, such as insurance and biannual publications.</p> <p>Coordinate the development and marketing of NCAS courses to ensure adequate Coaches are available for the sport</p>	<p>Maintain support and Branch representation at two National NCAS Committee meetings annually.</p> <p>Provide Branch representation at one coaching workshop annually.</p> <p>Assist in the delivery of EA NCAS courses and examinations according to EA NCAS course policies.</p> <p>Provide input and support for National EA NCAS Coach Marketing initiatives</p> <p>Provide reasonable Branch resources to deliver National programs.</p>

Function	Role and Responsibility of EA	Role and Responsibility of Branches
<p>6.2 Officiating/ National Officiating Accreditation Scheme (NOAS)</p>	<p>Support National Discipline Committee in their role of developing and implementing EA NOAS principles. Establish and maintain an EA NOAS structure. Review course content, delivery options, resource materials and accreditation requirements through the EA National Discipline Committees. Approve groups/organisations as ‘course providers’. Develop services and benefits for EA NOAS Officials, such as biannual publications Coordinate the development and marketing of NOAS Courses to ensure an adequate number of trained Officials is available for the sport</p>	<p>Support Branch Representation at National Discipline Committee and their role of developing and implementing EA NOAS principles. Establish and maintain support for Branch representation at two officiating workshops annually. Assist in the delivery of EA NOAS courses and examinations according to the National NOAS course policies. Provide input and support for National EA NOAS Officials marketing initiatives</p>

Function	Role and Responsibility of EA	Role and Responsibility of Branches
7. Sport Development		
7.1 National High Performance Programmes	<p>Design a national high performance program aimed at maximising the performance of Australian Equestrian individuals & teams in international competitions.</p> <p>Conduct the program with the assistance and involvement of the ASC and the State Institutes and Academies of Sport and appropriate government initiatives.</p> <p>Ensure that there are elite National equestrian competitions conducted in Australia and gain access for Australian athletes where possible to major international equestrian competition.</p>	<p>Where required by the relevant State government, the Branches may be invited to enter into a partnership arrangement with EA and the respective State Institute or Academy, in relation to the high performance program in that State.</p> <p>Support EA elite programs and activities.</p>
7.2 State Elite Squads & Programs	Develop and implement a National high performance pathway from talent ID through to elite levels	Assist in the conduct of regional development programs with the operation of National HP pathway program
7.3 Junior Programs		

Function	Role and Responsibility of EA	Role and Responsibility of Branches
8. Events, Competitions & Venues		
8.1 Inter-Schools Competitions	Develop the State and National Inter-Schools Competitions into an integrated national competition conducted under national sport competition rules Facilitate the running of the National Schools Championships. Seek a national sponsor for this competition.	Develop the State Schools competitions to their full potential Run the relevant State Schools Championships under national sport competition rules where appropriate Ensure that the State Schools Championships conforms to the national model where possible.
8.2 Club Development/ Club & Regional Competitions	Encourage and support the Branches in club development Ensure that National Championships are held.	Assist clubs in their development. Assist in the development of club competitions Encourage and assist in the organisation and staging of local and regional Equestrian events and competitions Ensure that State Championships are held Assist clubs in the improvement of their facilities, including through the timely advice of grant opportunities
8.3 Standards	Develop facility, riding surface and venue standards	Adopt and promote national standards where practicable
8.4 Venues	Work with the Branches to consult with local and State governments and commercial developers, in order to promote the provision of Equestrian facilities and to ensure that new facilities adequately cater for the sport.	Work with EA to promote the provision of appropriate Equestrian facilities

Function	Role and Responsibility of EA	Role and Responsibility of Branches
8.5 Event Ranking	EA shall develop in conjunction with the states a program for the ranking of elite level competitions for the purpose of determining priorities in event calendar formulations, sponsorship, HP, media and the like	The states shall give effect to event ranking.

Function	Role and Responsibility of EA	Role and Responsibility of Branches
9. Marketing and Promotion		
9.1 Marketing & Promotion Strategy	Develop a Marketing & Promotion Strategy	Develop a Marketing & Promotion Strategy that ties in with the National Plan
9.2 Branding	Promote EA and its brand Develop and maintain a national system of logos, including logos for the Disciplines	Promote EA and its brand within Branches Promote EA Board-approved Equestrian logo Not grant any licence or permission to use the Branch logo outside its territory
9.3 External Relationships	Develop relationships with media, corporate sponsors, and government representatives, and project the image of a united NSO with all such representatives, riders and the public	Support EA in these endeavours
9.4 Sponsorship	Seek sponsorships for all aspects of Equestrian in Australia, giving preference to national sponsorships which enable the national brand to be promoted Consult with the Branches on any sponsorship of events or activities owned by the Branches Co-ordinate sponsorship between EA and the Branches	Seek sponsorships for Equestrian properties that are confined to the relevant State, provided that the sponsorship's operations do not conflict with national sponsorships where potential conflict could occur. Make all reasonable endeavours to ensure State programs are consistent with the national marketing program of EA.
9.5 Media	Enter into national arrangements with media organisations to promote the sport of Equestrian on a national basis	The Branches must not enter into any agreement or understanding with any print or media organisation with coverage outside their State without the prior approval of EA

9.6 Broadcast	Enter into national arrangement with broadcast organisation to promote the sport of Equestrian on a national basis	The branches must not enter into any agreement or understanding with any broadcast organisation with coverage outside their state without prior approval of EA
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