

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is made on 5 September 2015

Between: **The Council of Newington College (ABN 71 824 382 623)** of 200 Stanmore Road, Stanmore (**College**), and

The Old Newingtonians' Union Inc. (ACN 540 749 552) of 200 Stanmore Road, Stanmore (**ONU**)

BACKGROUND

- (A) The parties have had a history of mutual co-operation, have worked together to further the objectives of the College and the ONU and have agreed to more formally record the current undertakings and mutually agreed arrangements between them as set out below in the operative provisions of this MOU.
- (B) The parties acknowledge that the Constitution of the ONU states key objectives of the ONU as including strengthening the bonds between Old Boys, and between Old Boys and the College, participation in, support for and promotion of the Newington Foundation and promoting the interests and welfare of the College.
- (C) The parties acknowledge that furthering the standing and the sustainability of the College is consistent with the ONU's Constitution and that the ONU and the College seeks to further and more formally align the interests of each in the spirit of mutual co-operation.
- (D) The College supports the ONU in pursuing those objectives by providing financial and administrative support to the ONU.
- (E) The parties acknowledge that such of the non-refundable deposit or enrolment fees collected by the College and allocated to the ONU are expressly for the purpose of (i) Granting ONU life membership to College leavers each year (currently \$500 per College leaver), and (ii) Applying strictly in accordance with this MOU to the ONU's activities, the College's capital and other contributions including the Newington Foundation.
- (F) The ONU intends to use its own resources to raise additional funds for the furtherance of the ONU's objectives (eg: ONU Golf Day Depression Fund , annual dinners , sponsorships and other fund raisers in keeping with the ONU Constitution and its traditions.

OPERATIVE PROVISIONS

1. College Undertakings

- 1.1 The College will use all reasonable endeavours to provide the benefits to the ONU set out in Clause 1.2 of this MOU (**the Benefits**) so far as it is practicable, reasonable and feasible to do so having regard to financial circumstances and practical considerations that prevail upon the management of the College from time to time, those assessments and decisions to be made at the sole discretion

of the College. The College will meet with the ONU in advance to discuss any variations to the Benefits.

1.2 The Benefits comprise:

- (a) support as approved by the Headmaster from the Director of Community and Development;
- (b) the equivalent of one full time ONU Officer to support the administrative needs of the ONU including the maintenance of the ONU database;
- (c) an office space in Founders for the ONU Officer with all necessary resources (ie computer, printer, telephone, paper, stationery, power);
- (d) an ONU Centre in Founders that acts as meeting areas for ONU business;
- (e) an Archives Exhibition space in Founders as part of the ONU Centre;
- (f) a specialist Archivist to lead a team of volunteers for the upkeep, storage and safe keeping of archives, who is also able to provide a research service for any reasonable Old Boy request for information;
- (g) an Archives specialist storage facility for safe keeping of materials, records, and data;
- (h) postage of ONU materials subject to the approval of the Headmaster or his delegate;
- (i) website support for the ONU presence on the College website;
- (j) the distribution of the News publication to all ONU members twice a year with a minimum of 8 pages set aside in each edition for ONU material, it being agreed that the College will retain editorial rights;
- (k) professional editing and design advice for the ONU material in the News publication;
- (l) practical support for the running of an agreed and appropriate number of ONU reunions each year (e.g. bookings, set up, if at the College, co-ordination with the Year Group organisers, publicity, and programs);
- (m) practical support for the administrative running of the 70s Club – two lunches per year, invitations, publicity, programs set up, and liaison with the College;
- (n) acknowledgement of the ONU contribution to the College in as many formats and ways as possible;
- (o) invitations to the President of the ONU or his nominee to all major College events;
- (p) naming rights for the Tongan Bursary, the number of bursary recipients to be

decided by College Council; and

- (q) naming rights for ONU service, sports and other prizes.

2. ONU Undertakings

2.1 The ONU will provide:

- (a) Year Group organisers for each reunion to help with all arrangements and the tone of the events;
- (b) practical support, supervision and oversight of any ONU functions held at the College;
- (c) assistance to the College in supplying information and articles for inclusion in News;
- (d) on-going maintenance of a minimum reserve balance of \$200,000 for the ONU.
- (e) timely requests to the Headmaster for any use of College property for functions;
- (f) information gained on ONU members or other past students of the College without delay so that the ONU's database, maintained by the College for the ONU, is up to date for the mutual benefit of both parties;
- (g) ongoing practical support e.g. Careers Expos, Tonga connections, specialist advice, work experience placements for boys, special events;
- (h) confidential ONU Nominees to the Chairman of the College Council for Council, Foundation and Special Committees;
- (i) fundraising opportunities to gain additional resources for the ONU in a manner consistent with the College's image and standing in the community;

2.2 The ONU shall from time to time determine the allocation of surplus assets and funds held by the ONU as decided by the ONU Executive, including allocations that have a direct connection with ONU activities. The President of the ONU will seek prudent approval of the Headmaster prior to any public announcements of such allocations. All such allocations should be in the best interests of the College and consistent with its aims.

2.3 The ONU will comply with all reasonable directions from the College in relation to ONU functions held at the College.

2.4 The ONU will make all reasonable endeavours not to take any action or make any statements that are contrary to Council policies or protocols.

3. Allocation of New Joiner funds

3.1 For the purposes of this MOU, the College will allocate \$500.00, for each College leaver in respect of whom a non-refundable deposit or enrolment fee has been

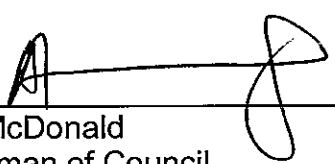
received by the College (***the Funds***) to the ONU, and the ONU will apply the Funds as follows:

- (a) To the granting by the ONU of ONU life membership to the College leaver; and
- (b) To the ONU's activities and the College's capital and funds, including the Newington Foundation (expressly acknowledging the ONU as the contributor) (***the Initiatives***) as agreed among the President of the ONU and the Headmaster (***the Allocation Committee***) on the following standing processes and protocols:
 - (b) The Allocation Committee will meet bi-annually,
 - (c) At least \$70,000 of the Funds to initiatives centered around College bursaries, scholarships, prizes and capital works and Alumni office support
 - (d) An amount of approximately \$30,000 in aggregate of the Funds to initiatives that have a direct connection with ONU activities that are also in the best interests of the College and consistent with its aims (on the understanding that the ONU shall first use its own surplus assets and funds for that specific purpose under Clause 2.2 of this MOU)

4. Mutual Agreement

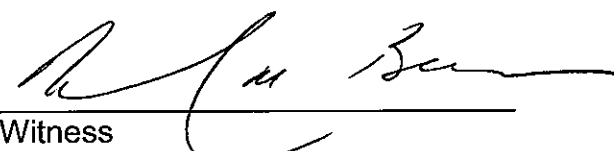
- 4.1 The parties will each use their best endeavours to support the other and act in a spirit of mutual co-operation.
- 4.2 The performance of the agreements and undertakings of the parties under this MOU can be reviewed during any Allocation Committee meeting between the Headmaster and the President of the ONU and in the event that no agreement is reached on an allocation, this agreement shall terminate and the parties will seek to reach a new arrangement in good faith.


Signed:

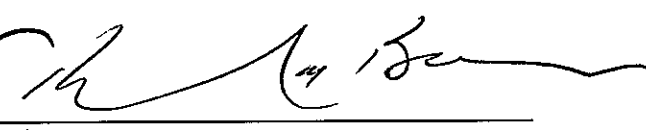

A B McDonald
Chairman of Council


Witness


B B Mellor
President, ONU


Witness


D J Mulford
Headmaster


Witness

