

MEMORANDUM OF UNDERSTANDING

between

**Australian and New Zealand Arts Therapy Association (ANZATA)
and Australian Creative Arts Therapies Association (ACATA)**

1. INTRODUCTION

1.1 This MOU is an agreement between ANZATA and ACATA to work together for the support and development of Creative and or/Arts Therapies and of Arts Therapists in Australia, New Zealand, Singapore and the Asia/Pacific Region.

1.2 Date of signing:

1.3 Parties to the Memorandum

1.3.1 ANZATA – The Australian National Art Therapy Association (ANATA) was incorporated in 1987. Currently the name is ANZATA and includes art and arts therapists from Australia, New Zealand and Singapore.

1.3.2 ACATA – The Australian Creative Arts Therapies Association was established in 1998. ACATA was incorporated on the 28th of September 2000.

1.4 Names and contact details of parties

1.4.1 Australian and New Zealand Arts Therapy Association (ANZATA)
PO Box 303 Glebe NSW 2037 Australia. enquiries@anzata.org.nz

1.4.2 The Australian Creative Arts Therapies Association (ACATA)
PO Box 2391 North Brighton Vic 3186. administration@acata.org.au

2. PURPOSE

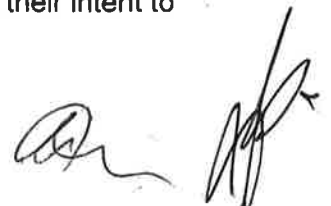
2.1 The purpose of this MOU is to help the member associations to work cooperatively to establish a more united representation of the profession of creative and/or arts therapies and of arts therapists in Australia, New Zealand, Singapore and the Asia/Pacific region.

2.2 The MOU will allow direct communications between the participating associations when organising events and creating joint policies. The sharing of information between the participating associations will enhance the advocacy of the profession and the resourcing of the professionals that they both represent.

2.3 This MOU is intended to identify the roles and responsibilities of the participating associations to ensure clarity and fairness and the mutual advancement of both organisations objectives.

3. SCOPE

3.1 Period of Engagement – This agreement will become effective on the date of signing and shall remain in effect for a maximum of three years. This agreement shall automatically renew on an annual basis each year for a maximum of three years unless the parties notify each other in writing, by notice given no later than 30 days before the renewal date, of their intent to



terminate the agreement. The renewal date is the anniversary date of the date this agreement commences as set out in clause 1.2 above.

3.2 After the three years, review and approval by both organisations is required to extend this agreement for such further period or periods as is agreed.

3.2 No Agency – This MOU is not a partnership or joint venture. Neither party can bind the other to a legal obligation or to say that it represents the other. Neither party is the agent of the other, for any purpose. Neither party can pledge the credit of the other.

3.3 Intellectual Property – Each organisation has 'member only' firewalls on their website. This information is not available to the other association except by written agreement of both committees. Any publically available information can be shared.

4. GUIDING PRINCIPLES

4.1 Under the terms of this Memorandum of Understanding ACATA and ANZATA would be seeking to cooperate over ground of mutual benefit to Arts Therapists and to the profession of Creative and/or Arts Therapy in Australia, New Zealand and Singapore, and the wider Asia/Pacific region.

4.2 Both parties understand that each state and country has differing health and legal systems which require some action and responses which may be different to each other, and that each organisation will share and contribute information from national and international perspectives to assist in the process of harmonizing the two organisations' processes and approaches.

4.3 The parties agree to work in a respectful way with each other. This would be manifested in shared communication, in joint decision making around the articles covered in this agreement, in jointly promoting the work of each organisation, and in public recognition and respect for the work of each organisation.

5. MEMORANDUM OBJECTIVES

5.1 To outline the agreements of sharing information between our two organisations.

5.2 Guide the co-hosting of joint events, such as networking events and conferences/symposia.

5.3 One representative of each party to be in regular contact and any outcomes to be communicated to joint group.

5.4 Where possible joint meetings to have equal numbers of representatives.

5.5 Links to each organisation on each other's websites.

5.6 Sharing of newsletter information and publication dates.

5.7 Joint effort to assist the public promotion of arts therapies.

5.8 Promotion of each others regional groups and some joint regional groups to conduct regular Professional Development Workshops and promote links between arts therapists.

5.9 Accept proof of professional development from each others organisations.

5.10 Develop and disseminate information about 'Pathways to Employment'.

5.11 Develop and disseminate pathways to professional registration and title protection.

5.12 The ethics sub-committees of each organisation will review each organisation's professional membership standards, constitution, and code of ethics to seek consistency and alignment.

6. NEGOTIATIONS WITH OTHER PARTIES

6.1 Offer joint support for representation of arts therapies at significant meetings such as with government officials, other professional bodies etc.

6.2 The two treasurers to collaborate to investigate any financial benefits for members of both organisations.

6.3 Media comment – Before any public statements are made that involve both organisations, there must have been consultation and agreement between the committee representatives to any media release beforehand.

7. MANAGEMENT OF RELATIONSHIP OUTLINED IN MOU

To be managed through representatives from each organisation reporting to steering committees of their own organisation.

8. TERMS OF AGREEMENT

To be ratified by the committees of management of each organisation.

9. DISPUTE RESOLUTION

Any disputes will be resolved using the following Alternative Dispute Resolution process.

Step 1 – Negotiation: An equal number of representatives of each organisation will meet, within 15 working days of the notification by one party to the other of a dispute, to attempt to resolve the dispute. If this fails:

Step 2 – Mediation: A third party neutral mediator agreed upon by both organisations will meet with an equal number of representatives from both organisations to attempt to resolve the dispute. The mediator should be selected by both parties, or if agreement on the appointee is not reached within 5 working days, by the President for the time being of the relevant Law Society”

Step 3 – Court: If steps 1 and 2 do not succeed in resolving the dispute then any court proceedings will take place in Australia, where the majority of members of each organisation are based.

The parties agree that this agreement is governed by the laws of Australia and that the Courts of Australia have exclusive jurisdiction in the resolution of Court proceedings.

10. MONEY/FINANCES

10.1 The two organisations have separate finances and as they are both not-for-profit associations are not GST registered.

10.2 The costs and profits of any joint events or other joint expenses to be shared equally or in such proportion as is agreed, and managed by the administrators of each organisation under instruction from the Treasurer of each organisation.

11. ANY RESTRICTIONS

As per the articles of each organisation as at the date of signing of this agreement, and the limits of this agreement as stated in this document.

12. TERM OF THIS MEMORANDUM OF UNDERSTANDING

12.1 The term commences on the date this Memorandum of Understanding is signed by both parties.

12.2. Representatives of the parties will meet annually to review the operation of the agreement and any other relevant matters.

12.3. This Memorandum of Understanding may be terminated on 30 days' notice without cause for any reason if either party gives written notice of termination to the other party.

13. BREACHES OF THIS MEMORANDUM OF UNDERSTANDING

13.1 If either party breaches the MOU, and this cannot be remedied by the joint efforts of the ethics sub-committees, then the relationship can be terminated "with cause" within 30 days by either party.

13.2 If either party causes a serious breach of the MOU that cannot be remedied by the joint efforts of the ethics sub-committees, then the MOU can be terminated "with cause" immediately by either party.

13.3 Neither party will be liable for any damages, losses or compensation to the other for termination with cause.

14. POST-TERMINATION OBLIGATIONS

Both associations are bound post-termination by the guiding principles of mutual respect for the work of each organisation.

Each organisation must immediately return any intellectual property belonging to the other and any other material that is the sole property of the other organisation.

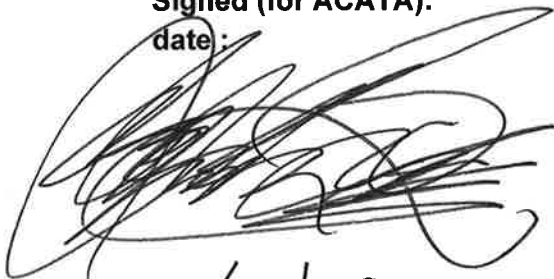
Neither organisation may make any public statement about the other following termination without the agreement of both parties.

15. REPRESENTATIVES WHO HAVE AGREED TO BE INVOLVED FOR THE THREE YEAR PERIOD OF THIS MEMORANDUM OF UNDERSTANDING

Amanda Levey (ANZATA), San Leenstra (ANZATA), Adrian Lania (ANZATA), Kirsten Meyer (ANZATA), Nyrelle Bade (ACATA), Adrian Harris (ACATA), Glenda Needs (ACATA), Meike Zeilinski (ACATA).

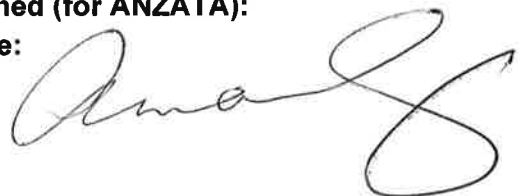
Signed (for ACATA):

date:


1/11/14

Signed (for ANZATA):

date:


1/11/14