



MEMBERSHIP AGREEMENT

Enabling the wellbeing of male survivors of sexual abuse

1 PARTIES

This Agreement is between:

Male Survivors Aotearoa ('MSA'), a registered charitable trust representing the national interests of its member organisations and providing a national voice for the male survivors of sexual abuse in New Zealand, and

'Member Organisation Name' ('the Member'), a registered charitable trust providing support services to male survivors of sexual abuse in 'region of New Zealand'.

2 PURPOSE and INTENT

All male survivors of sexual abuse have access to a sustainable national network of appropriate high-quality support services

The purpose of this Agreement is to encourage national cohesion of support services for male survivors of sexual abuse in New Zealand by defining the rights, obligations and responsibilities of MSA and its member organisations and thus providing a mechanism for achieving national alignment of services and assuring national service quality.

MSA was formally constituted in October 2015 with the lodgement of a National Trust Deed approved by the following organisations and signed by their duly appointed representatives as the founding Trustees:

- Better Blokes Auckland Inc.
- Male Support Services Trust Waikato
- Male Survivors of Sexual Abuse Trust Christchurch
- Male Survivors of Sexual Abuse Trust Otago

The formation of MSA as a national organisation requires the development of national policies, protocols and guidelines to assure the quality and consistency of support services provided to male survivors of sexual abuse in New Zealand. The implementation of a national service framework is also considered essential for the development of an appropriate Government funding framework to sustain the national organisation and enable member organisations to progressively increase access by male survivors of sexual abuse to appropriate high-quality support services.

The expectation is that over time all MSA member organisations will appreciate the benefits of compliance with the national policies and alignment of their procedures and practices with the national protocols and guidelines.

3 DEFINITIONS

Admissions Framework means the MSA policy that guides the assessment and approval of an organisation for admission as an MSA Member Organisation.

Approved Services means the support services provided by the MSA Member Organisation to male survivors of sexual abuse that are endorsed by MSA and described in Schedule A to this Agreement.

Confidential Information means all confidential and proprietary information including all organisational and/or survivor data.

Intellectual Property means the name Male Survivors of Sexual Abuse Trust Aotearoa New Zealand (MSSAT|ANZ) and any logo or trademark representation of the name; all MSA membership mailing, telephone, fax, and electronic mail lists; any proprietary information and materials of MSA including but not limited to all National Policies, Protocols and Guidelines.

MSA Member Organisation (MMO) means any organisation that has an approved Membership Agreement with MSSAT|ANZ.

National Policies are policies approved by the Board of MSA from time to time as applicable to all MSA Member Organisations and which are listed in Schedule B to this Agreement.

National Protocols and Guidelines are protocols and guidelines approved by the Board of MSA from time to time that are intended to align MSA Member Organisation operating procedures and practices with recommended best practice and which are listed in Schedule C to this Agreement.

National Trust Deed means the MSA trust deed, which is attached as Schedule D to this Agreement.

Other Services mean those services to be provided by an MMO that are not endorsed by MSA as Approved Services and are described in Schedule B to this Agreement

Strategic Agenda means the MSA three-year strategic plan that is revised annually in consultation with MSA Member Organisations

Survivor in this Agreement means a male survivor of sexual abuse

4 AGREEMENT

4.1 National Trust

A national trust committed to enabling and supporting a national network of aligned and autonomous regionally based service delivery organisations

- 4.1.1 The Member agrees to embrace, observe and support the following objectives of the MSA Trust Deed:
- a. To promote services for male survivors, with the support of professionals and others if and when required;
 - b. To act as a national voice on all matters relating to male survivors of sexual abuse and their families and significant others;
 - c. To aid and assist the development of new MSA Member Organisations (MMO), in line with authorities granted by the Board of Trustees and in accordance with available resources;
 - d. To aid and assist existing MMO's, providing support with funding, training, resource development, information and networking, in line with authorities granted by the Board of Trustees and in accordance with available resources;
 - e. To distribute national funding among MMO's and other organisations providing services to male survivors of sexual abuse and their families and significant others;
 - f. To act as a representative, applicant and funding recipient for national funding for MMO's with funders approved by the Board of Trustees;
 - g. To coordinate the sharing of skills, knowledge, resources and training between MMO's; and
 - h. To engage in any other charitable activities which the Trustees consider necessary or desirable to support male survivors of sexual abuse in New Zealand.
- 4.1.2 The Member agrees to use their best endeavours to contribute to the development of MSA including but not limited to:
- a. Participating in the development of the MSA Strategic Agenda and supporting the implementation of Strategic Agenda initiatives;
 - b. Assisting as reasonably required with the development of National Policies, Protocols and Guidelines; and
 - c. Participating in national projects.
- 4.1.3 Subject to the provisions of the National Trust Deed, MSA shall facilitate equitable Member representation on the Board of MSA by:
- a. The appointment of suitably qualified and experienced directors or trustees of the Member as trustee Board members of MSA; or
 - b. In consultation with the Member, the appointment of an existing trustee Board member of MSA to act as the Member's representative.

- 4.1.4 During the term of this Agreement the Member shall reference their membership of MSA on their website and on all services marketing material and publications as " A member organisation of the Male Survivors of Sexual Abuse Trust Aotearoa New Zealand"

4.2 Admission Requirements

Building a robust, capable and effective national organisation by quality assuring the admission of member organisations who share our purpose and have the potential to contribute to our ambition for the future

- 4.2.1 The admission of any organisation as a MSA Member Organisation (MMO) is subject to the MSA Admissions Framework the application of which may result in the organisation being approved for admission subject to the completion of certain actions and/or the fulfilment of certain conditions within a timeframe agreed with the applicant organisation.
- 4.2.2 Where the Board of MSA agree that the admission of the Member as a MSA MMO shall be approved subject to the completion of certain actions and/or the fulfilment of certain conditions, those actions and conditions and the timeframes for their completion and/or fulfilment shall be included as Schedule E to this Agreement.

4.3 Services and Service Quality

Helping member organisations to achieve better outcomes for survivors by quality assuring their support services

- 4.3.1 The Member shall use their best endeavours to provide male survivors of sexual abuse with access to survivor support services endorsed by MSA (the 'Approved Services'), which shall be described in Schedule A to this Agreement and performed to a high standard by appropriately qualified and experienced people.
- 4.3.2 The endorsement by MSA of any survivor support services to be provided by the Member as Approved Services shall have due regard to the particular circumstances of the Member including their capability and capacity to provide the services, the appropriateness of the services to meet the particular needs of their survivor community.
- 4.3.3 The Member may provide services other than the Approved Services provided that, in the opinion of MSA, the provision of those Other Services, which shall be described in Schedule B to this Agreement, does not conflict with, or have a material adverse impact on the provision of, the Approved Services.
- 4.3.4 MSA shall use its best endeavours to enable and support the MMO to improve their survivor support services by facilitating access to relevant best practice service protocols and guidelines and supporting participation in an appropriate national training and qualifications framework.

- 4.3.5 MSA shall have the right to review the Approved Services to ensure that they comply with National Policies; are appropriately aligned with the National Protocols and Guidelines; and identify opportunities for learning and improvement; provided that MSSAT|ANZ:
- a. Provides reasonable notice of their intention to review the Approved Services;
 - b. Ensures that the review is conducted in a professional manner by appropriately qualified and experienced people;
 - c. Provides a timely report to the Member about the review findings that describes any instances of non-compliance and/or non-alignment and recommends corrective action; and
 - d. Has due regard to the particular circumstances of the Member, and any non-compliance and/or non-alignment risks, in determining a reasonable timeframe for the completion of any recommended corrective action.

4.4 National Policies, Protocols and Guidelines

Providing best practice frameworks that enable and support member organisations to offer high quality support services

- 4.4.1 MSA shall facilitate, in consultation with Member Organisations (MMO's), the development of best practice National Policies, Protocols and Guidelines designed to enable and support the delivery of high quality survivor support services.
- 4.4.2 The Member shall:
- a. Comply with all National Policies; and
 - b. Ensure that their operating procedures and practices are aligned with the National Protocols and Guidelines.
- 4.4.3 Following the approval of this membership Agreement or the issuance of any National Policies, Protocols or Guidelines, and having due regard to the circumstances of the Member, MSA shall determine in consultation with the Member:
- a. Reasonable timeframes for achieving Member compliance with the National Policies or alignment with the National Protocols or Guidelines; and
 - b. The acceptable degree of alignment between the National Protocols or Guidelines and the Member's operating procedures and/or practices.

4.5 Communication and Reputation

Working with member organisations to build a cohesive national organisation that presents a positive public profile for the male survivor community

- 4.5.1 MSA will use its best endeavours to ensure that the Member is kept fully informed about:

- a. All matters that are relevant to the development, implementation and sustainability of appropriate survivor support services including but not limited to relevant local and international publications, research papers, sector best practice development and educational opportunities;
 - b. All matters that are relevant to the Member's participation as a member organisation of MSA including but not limited to any changes in national policies, protocols and guidelines and any relevant funding arrangements; and
 - c. Any matters that could affect the terms and conditions of this Agreement.
- 4.5.2 The Member will use its best endeavours to ensure that MSA is kept fully informed about;
- a. Any opportunities for increasing survivor access to support services and/or improving the quality of those services;
 - b. Any opportunities for improving the national policies, protocols and guidelines and/or facilitating their positive application;
 - c. Any matters that may affect the Member's participation as a member organisation of MSA including but not limited to the Member's ability to provide the Approved Services; and
 - d. Any matters that could affect compliance with the terms and conditions of this Agreement.
- 4.5.3 MSA will provide a national voice for its member organisations and the survivor communities they interact with, advocating nationally on behalf of survivors, facilitating representation for Members on national and international forums and committees and facilitating a national response to significant national policy and/or operational issues affecting MSSAT|ANZ, Members and/or the survivor community.
- 4.5.4 The Member will not, without the express permission of MSSAT|ANZ, comment on any significant MSA national policy and/or operational issues affecting MSA, its Members and/or the survivor community.
- 4.5.5 The Member will provide a regional and/or local voice for survivors and advocate on their behalf provided that:
- a. The Member exercises sound judgment in determining that the nature of any regional or local policy or operational issue affecting Members and/or the survivor community does not warrant reference to MSA for a national response; and
 - b. MSA is informed about any communications issued, opinions expressed by the Member in a public forum and/or reported in the media that relate to MSA and/or Member policy or operational matters.

4.6 Information & Reporting

Building a national information database to inform national and regional development strategies, inform and support research opportunities and facilitate the procurement of sustainable funding

- 4.6.1 Subject to any privacy or confidentiality requirements, MSA will, on request, provide the Member with access to any information held by MSA that has been provided by the Member, or has been procured from other sources, and is about the Member's organisation, its services, its people or its operational performance.
- 4.6.2 The Member shall procure and report, in a timely manner and in the format prescribed, such information about their organisation and its services as determined by the Board of MSA from time to time provided that the provision of such information does not breach:
- a. Any privacy rights or obligations of the Member or the survivors they support; or
 - b. Any confidentiality Agreements to which the Member or the survivors they support are a party.
- 4.6.3 In making requests for information MSA shall have due regard to the particular circumstances of the Member and may agree to vary the information requirements to recognise information procurement and/or reporting issues including compliance costs.

4.7 Intellectual Property and Confidentiality

Protecting the intellectual property of MSA and assuring the confidentiality of shared information

- 4.7.1 The Member shall have limited authority to use the Intellectual Property of MSA solely in connection with the provision of services to survivors and any activities authorised under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, or subsequently provided to the Member by MSA.
- 4.7.2 The Intellectual Property is and shall remain at all times the sole and exclusive property of MSA.
- 4.7.3 The Member shall use the Intellectual Property in a professional manner and solely for the purposes of supporting survivors. The Member shall not permit any third party to use the Intellectual Property without MSA express permission.
- 4.7.4 The Member shall not revise or alter in any way the name or any logo or trademark of MSA (the Marks) and shall display the name, logo or trademark in the form provided by MSA. The Member shall not use the Marks in conjunction with any other marks without the express permission of MSA.

- 4.7.5 The parties to this Agreement shall maintain the confidentiality of all Confidential Information and data of the other party. The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without the other party's consent.
- 4.7.6 The Confidential Information shall remain the property of each party and shall be considered to be furnished in confidence to the other party when necessary under the terms of this Agreement.
- 4.7.7 Upon any termination of this Agreement, each party shall:
- a. Deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof;
 - b. Make no further use of the Confidential Information; and
 - c. Make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party.
- 4.7.8 Each party's confidentiality obligations under this Agreement shall survive any termination of this Agreement.

4.8 Term and Termination

Assuring the ongoing integrity and reputation of MSA and the Member by providing opportunities to terminate this Agreement

- 4.8.1 This Agreement shall continue from the date of approval by MSA and the Member until it is terminated in accordance with clauses 4.7.2 – 4.7.5 below.
- 4.8.2 This Agreement may be terminated by the Member giving MSA three months' notice in writing of their intention to terminate.
- 4.8.3 This Agreement may be terminated by MSA:
- a. Giving the Member three months' notice in writing of their intention to terminate provided that such notice is supported by a special resolution of the Board of MSA made in accordance with the provisions of the MSA Trust Deed; or
 - b. Upon the Member failing, within the agreed timeframes, to complete the conditions or fulfil the requirements for admission as specified in Schedule D to this Agreement.
 - c. Upon the Member committing a serious breach of the terms and conditions of this Agreement as provided in clause 4.8.4 below.
- 4.8.4 Termination of this Agreement due to the Member committing a serious breach of the Agreement terms and conditions shall be at the absolute discretion of MSA provided that:

- a. MSA has provided the Member notice in writing that a serious breach has been committed, providing reasonable evidence that the breach occurred and giving the Member reasonable opportunity to act to remedy the breach; and
 - b. In the opinion of MSA, the Member has failed within a reasonable timeframe to remedy the notified breach.
- 4.8.5 This Agreement will be terminated immediately upon the occurrence of any of the following events:
- a. The Member ceases to provide the Approved Services;
 - b. The Member organisation becomes insolvent;
 - c. The Member organisation is acquired by or merged with another organisation which is not party to an approved membership Agreement with MSSAT|ANZ;

4.9 General

- 4.9.1 **Assignment:** This Agreement cannot be assigned by the Member to any other party without the express permission of MSA.
- 4.9.2 **Disputes:** Any disputes arising out of or related to this Agreement, or any breach thereof, shall in the first instance be referred to the Board of MSA for consideration and resolution. If the Board is unable to resolve the dispute it will be referred to [Name] for settlement by arbitration.

5 APPROVAL

5.1 Member Organisation

This Agreement has been approved by the Trustees of 'the Member Organisation Name':

Trustee Names	
Signatures	
Date	

5.2 Male Survivors Aotearoa

This Agreement has been approved by the Board of the Male Survivors Aotearoa Trust

Trustee Names	
Signatures	
Date	

SCHEDULE A: APPROVED SERVICES

Peer Support Services

Peer Support One-on-one Services

Peer Support Group Services

SCHEDULE B: OTHER SERVICES

N/A

SCHEDULE C: NATIONAL POLICIES, PROTOCOLS AND GUIDELINES

Schedule as listed on the national website – Operational Policies
(<https://mssat.nz/resources/>)

SCHEDULE D: NATIONAL TRUST DEED

As shown on national website - Governance Policies; Trust Deed

SCHEDULE E: APPROVAL CONDITIONS