



THE GIRLS' BRIGADE NEW ZEALAND INCORPORATED

(Including Girls' Brigade and iconz4girlz)



MEMORANDUM OF UNDERSTANDING

This Memorandum	of Understanding is made:	
BETWEEN:		
	(Hereinafter referred to as the Church)	

THE GIRLS' BRIGADE NEW ZEALAND INCORPORATED (Legal entity)

(including Girls' Brigade and iconz4girlz, and hereinafter referred to as GBNZ)

2. BACKGROUND

AND:

1. THE PARTIES

The Girls' Brigade is an international and interdenominational Christian organisation which began in Dublin, Ireland in 1893.

The Girls' Brigade began in New Zealand in 1928. The iconz4girlz programme was developed by GBNZ and introduced in 2008 as a complement to Boys' Brigade in New Zealand's ICONZ initiative.

3. PURPOSE STATEMENT

To deliver a skills and values-based Christian programme to New Zealand girls.

4. THE OBJECT

"To help girls to have faith in and become followers of the Lord Jesus Christ, and through self-control, reverence and a sense of responsibility, to find true enrichment of life."

5. MOTTOS

Girls' Brigade motto – "Seek, serve and follow Christ" iconz4girlz motto – "Growing girls for good!"

6. PURPOSE OF MEMORANDUM

The purpose of this memorandum is to provide the parameters for the Church to operate a GBNZ approved and registered Girls' Brigade Company or iconz4girlz Unit as an integral part of the mission of the Church.

7. CURRICULUM

- **a.** Girls' Brigade (GB) and iconz4girlz (IFG) are programmes for girls school years 1-13 (ages 5 18 years).
- b. The curriculum has been designed by and is wholly owned by GBNZ. All GB and IFG curriculum resources in any format (printed, digital, online) are proprietary property and are to be only used by registered leaders for running the programmes.
- c. The GB/IFG programmes will recognise and nurture the whole person while creating a supportive environment where positive Christian values are role modelled.

8. OWNERSHIP

- a. The Church owns and is responsible for its GB Company/IFG Unit.
- b. It can only operate as a part of the Church and must be authorised by Church leadership.
- c. Subject to compliance with the GBNZ Constitution and Rules the final word over all the operation of the GB Company/IFG Unit rests with the host Church.

Gb Girls' Brigade



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9. COMMENCEMENT & OPERATION OF A COMPANY/UNIT

- a. A GB Company/IFG Unit cannot commence without receiving the approval of GBNZ. Approval to use the name Girls' Brigade or iconz4girlz will be given when all the registration criteria are met.
- b. Continuing operation of a GB Company/IFG Unit and use of the Girls' Brigade or iconz4girlz name is dependent on GBNZ being satisfied on a continuing basis that the requirements and standards of operating a GB Company/IFG Unit are being met.

10. THE CHURCH'S RESPONSIBILITIES

A GB Company/IFG Unit is an integral part of the children's and youth ministry of the Church which:

- a. Is responsible for the GB Company/IFG Unit, subject only to the Constitution and Rules of GBNZ.
- b. Oversees the Christian Education component of the GB Company/IFG Unit.
- c. Is responsible for any legal liability claims made against the GB Company/IFG Unit or its leaders and ensures that the Church's liability insurance extends to include the GB Company/IFG Unit.

 NOTE: GBNZ has no legal responsibility for any claims made against a GB Company/IFG Unit or its leaders or helpers. Liability for official combined regional or national events is included under the GBNZ public liability insurance cover.
- d. Is responsible for all insurance requirements of the GB Company/IFG Unit.
- e. Provides suitable premises.
- f. Appoints leaders, helpers and a chaplain/church liaison who are accountable to the Church. Ensures registration forms are completed and are signed off by an authorised Church official. The registration forms must be sent to GBNZ and must be renewed every three years.
- g. Must hold or obtain a satisfactory police vetting clearance for all adult leaders and helpers. This is signed off on the registration forms by an authorised Church official. This must be renewed every three years.
- h. Ensures leaders receive pastoral care and support as required.
- i. Must provide adequate training to all leaders and helpers in the health and safety polices and the child protection policy of the Church. This is signed off on the registration forms by an authorised Church official.
- j. Assists all leaders and helpers to attend the initial training session for new GB Companies/IFG Units and sends representatives to training events as provided by GBNZ from time to time.
- k. Ensures a sufficient number of suitable leaders are available to lead the GB Company/IFG Unit in accordance with Church and GBNZ policies.
- I. Ensures that the GB Company/IFG Unit complies with the requirements of the Charities Act 2005. The GB Company/IFG Unit is to be included under the CC registration of the Church.
- m. Ensures the GB Company/IFG Unit meets its financial obligations to GBNZ with prompt payment of accounts. Assistance with fundraising may be available from GBNZ.
 NOTE: All funding or grants applied for shall be in the name of the GB Company/IFG Unit or the Church and not GBNZ. Spending and accountability reports are the responsibility of the applicant.

11. LEADERSHIP NUMBERS - MINIMUM REQUIREMENTS

- a. A minimum of two Registered Adult Leaders for each GB Company/IFG Unit.
- b. A minimum of three adults in attendance at any GB/IFG session, with at least one adult for every eight girls. In the event of unavailability of the usual leader(s), additional adult helpers are to be called in.
- c. A session is to be cancelled if the minimum numbers of suitable adults is not reached.

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12. GBNZ RESPONSIBILITIES

GBNZ will:

- a. Grant the Church a non-exclusive licence to use the curriculum for the purposes of running the programmes, once the GB Company/IFG Unit has been approved by and registered with GBNZ, and for as long as the GB Company/IFG Unit remains approved by and registered with GBNZ.
- b. Provide access to leaders resources. These are for the use of registered leaders only and should not be given to others without permission.
- c. Provide leadership training for GB/IFG leaders from time to time. It would be expected that a leader would attend such a course at least once every two years. Courses are arranged to suit the availability and requirements of leaders in each GB Company/IFG Unit.
- d. Continue to develop and improve the GB/IFG programmes and make such developments and improvements available to the Church from time to time.
- e. Provide such other support and assistance to the Church as GBNZ considers is necessary or desirable for the effective running of the GB Company/IFG Unit and to help achieve the purpose and objectives of GBNZ.
- f. Provide assistance/advice as requested by the Church regarding insurance, health and safety and child protection and cooperate in efforts to fundraise should these be required.

13. TERM

This memorandum shall commence on the date signed by both parties and shall remain in force until it is terminated in accordance with the provisions of this memorandum.

14. DISPUTES

If any dispute or difference cannot be resolved between the Parties by active, open and good faith discussion, the Parties will enter into mediation with a mutually accepted person practiced in Christian mediation. However, this Memorandum of Understanding may be terminated immediately by either party without requiring such mediation should this Memorandum be seriously breached.

15. AMENDMENT

This Memorandum of Understanding may be amended at any time by agreement in writing, including electronically, between the Parties.

16. TERMINATION OF THIS MEMORANDUM

- a. Either party may terminate this memorandum upon giving four weeks' notice in writing of that intention. The period of notice may be varied by agreement between the Parties.
- b. On termination of this memorandum, the Church will cease to operate GB/IFG and will cease to use the Girls' Brigade or iconz4girlz name, curriculum and programmes and will remove all references to its association with GB/IFG and GBNZ from its materials and advertising.
- c. On termination of the GB Company/IFG Unit, the distribution of financial assets should be discussed with the leaders, a representative from GBNZ and the Church to which the group is affiliated.
- d. In disposing of the financial assets of the group, consideration needs to be given to where the funds originated.





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Executed as a Memorandum of Understanding

Signed on behalf of	Church
Signature	Name
Position	Date
Signed on behalf of The Girls' Brigade New Zealand Incor	porated
Signature	Name
Position	Date

The original of this document shall be held on file at the Support Centre of Girls' Brigade New Zealand. Copies should be kept by the Church and Girls Brigade Company/iconz4girlz Unit for future reference.