# BLIND CITIZENS AUSTRALIA

# AND

# BLIND CITIZENS NEW SOUTH WALES

# Constituted as the Association of Blind Citizens of NSW

# MEMORANDUM OF UNDERSTANDING

## 1 Introduction

1.1 Following ongoing discussions between Blind Citizens New South Wales (BCNSW) and Blind Citizens Australia (BCA) the two organisations have agreed to work towards a merger. This reflects the general view of membership for merger of the two organisations based on a shared vision for the members of both organisations.

1.2 A merger would facilitate a united and more effective approach to the representation of people who are blind or vision-impaired throughout Australia, through the provision of advocacy, support and information to members.

1.3 This Memorandum Of Understanding (MOU) builds on the long history of collaboration between the two organisations. The Board of BCA, and the Management Committee of BCNSW, agree that the arrangements formalised through this MOU will include the operations of both organisations in NSW and the ACT and will include co-operative and joint activities related to the roll out of NDIS.

1.4 This MOU provides a framework to develop systems and resource-sharing opportunities which benefit both organisations. These mechanisms should have merit in their own right and be achievable, irrespective of whether a merger proceeds.

1.5 This MOU is agreed to on the basis that a final merger decision must be made by amendments to the constitutions of both organisations, which can only occur by a positive vote of members of both organisations, as provided for in their respective constitutions. It is anticipated that required changes to the constitutions of both organisations will be put to members in association with each organisation's 2017 Annual General Meeting.

## 2 Rationale

2.1 BCNSW and BCA have enjoyed a close relationship as a result of shared vision and membership.

2.2 BCNSW and BCA consider that merger would have a range of benefits including:

2.2.1 enabling cooperative leadership and management of strategic growth issues in NSW and ACT;

2.2.2 encouraging productive, effective and collaborative approaches to developing services for the members of the blind and vision impaired community; and,

2.2.3 recognising the mutual interdependencies in service delivery, capacity development and resource management.

## 3 Terms of Reference

This MOU will facilitate:

3.1 examination and prioritisation of merger issues;

3.2 identification of key opportunities to improve efficient and consistent achievement of the objectives of both organisations through a merger; and

3.3 consultation with the members of both organisations in regard to a merger.

## 4 Objectives

This MOU is based on the following objectives for BCNSW and BCA:

* To work towards a merger of Blind Citizens NSW and Blind Citizens Australia, which is in the best interests of members in NSW and the ACT; by October 2017, in line with the Blind Citizens Australia National Convention and Blind Citizens NSW AGM.
* As a consequence of a potential merger, develop systems and resource-sharing opportunities which benefit both organisations. These mechanisms should have merit in their own right and be achievable, irrespective of whether a merger proceeds.
* That effective communication and consultation are key elements of closer collaboration and the merger process.

## 5 Conditions Of Merger

**5.1 Organisational history:**
BCNSW (formerly known as the Association Of Blind Citizens of NSW) has a proud history of advocacy for people who are blind or vision-impaired since 1910. BCA has a similar history since 1975. A merger of these two organisations must take these histories into account, and celebrate them into the future.

**5.2 Organisational structure:**
Both organisations recognise the benefits of combining resources whilst retaining a degree of autonomy at a State level. Whilst not weakening the BCA ethos of direct control of the national organisation by its members, BCA will develop appropriate constitutional amendments to allow for State divisions in its organisation. These State divisions will remain in the effective control of the national board, but may provide a degree of autonomy for members in that State. If viable within these constraints the existing legal entity of BCNSW will be retained to form the NSW State division.

**5.3 Membership:**

 Any member of BCNSW who is not a member of BCA will become a member of BCA at no cost to them, unless they advise that they do not wish this to occur.

**5.4 Board of the merged organisation:**

 The first board of the merged organisation will consist of a minimum of one-third of its members being resident in NSW or the ACT. This condition is not required to be contained in the constitution, but must gain the agreement of BCA members and be maintained for three years from the date the merger comes into effect.

**5.5 NSW office:**

 BCA will retain an office in Sydney for at least ten years after the merger, with similar capacity to, and delivering similar services for members to that of the BCNSW office immediately prior to the merger.

**5.6 BCNSW employees:**

 The employees of BCNSW at the time of the merger will be employed by BCA on existing terms, and with existing entitlements for the duration of their current contracts.

**5.7 BCA co-ordination across NSW/ACT:**

 BCA will continue to support the work of the NSW/ACT co-ordinating committee following the merger.

**5.8 Jeffrey Blyth Foundation:**

 BCNSW will, prior to the merger, contribute the funds it received for the sale of Shirley House to a sub-fund of the Jeffrey Blyth Foundation to be known as the Shirley sub-fund. The objectives of this sub-fund will be similar to those of the Foundation, with the exception that grants from that sub-fund will be primarily to provide significant and continuing benefit to BCA in NSW and the ACT, its members in NSW and the ACT, and people who are blind or vision-impaired in NSW and the ACT.

**5.9 BCNSW funds and assets:**

 Funds and assets held by BCNSW at the time of merger will be paid to BCA which has similar tax exempt and charitable status, and similar objects in its constitution. These funds will continue to be separately accounted for, and spent primarily on activities which provide continuing and significant benefits to BCA members in NSW and the ACT, and people who are blind or vision-impaired in NSW and the ACT.

## 6 Priority Actions

The BCNSW Management Committee and BCA Board agree that the priority actions under this MOU include:

6.1 Development of processes for a merger:

6.2 Formalising the establishment of a Presidents Committee in February 2017; to guide the process, which will include:

* The Presidents and two members of each governing body; and,
* The EO's of each organisation.

6.3 Development of a merger plan, by no later than May 31st 2017, which includes the possible use of external consultants and budget, and takes into account Staffing, Finance and Infrastructure considerations;

6.4 Moving to use of the same accounting software, by no later than June 30th 2017;

6.5 Sharing of office administration duties such as a shared telephone service, and other activities, to be recommended by the Executive Officers of both organisations;

6.6 Submitting a joint capacity building application to the NDIS ILC ACT Funding Round, in February/March 2017; which may also include the Canberra Blind Society;

6.7 Mapping of current and anticipated future service demand;

6.8 Integrated Service Planning;

6.9 Utilising the skills of the Executive Officer of BCNSW in national advocacy activities in Sydney;

6.10 A review of both membership data bases with a view to determining cross over of membership;

6.11 Discussions about where future services should be located;

6.12 Identifying appropriate sequencing of strategic infrastructure; and

6.13 Examination of cost sharing arrangements.

## 7 The MOU in Operation: Roles and Responsibilities

Recognising the need to identify the roles and responsibilities of the two organisations under this MOU, it is agreed that:

7.1 The organisations' Executive Officers will serve as the key contacts and respective secretariats with regard to this MOU and any matters contained within;

7.2 The President's Committee will consider specific issues and make recommendations to the Board and Management Committee; and

7.3 Governing bodies and their organisations will remain responsible for continued current activities unless otherwise agreed.

## 8 Status of the Memorandum of Understanding

The BCNSW Management Committee and BCA Board acknowledge the MOU provisions are not legally enforceable but rely on the spirit of cooperation between the two organisations. This agreement is not intended to remove power to make policy decisions from either governing body. Final policy and governance decisions remain with each organisation.

## 9 Dispute Resolution

Where any dispute arises under this MOU, the governing bodies will take all necessary steps to resolve the dispute expeditiously by mutual agreement, using the following procedures:

* Initial discussions between relevant staff;
* If not resolved, then discussions between Executive Officers;
* If not resolved, then discussions between Presidents.

## 10 Confidentiality

BCNSW and BCA acknowledge a shared commitment to transparency in their dealings with each, and agree that matters relating to the merger will remain confidential within the Presidents Committee until agreed to by both governing bodies. A communication will be provided to the membership of both organisations from time to time to ensure members of the organisations are kept up-to-date with progress.

## 11 Commencement

This MOU commences on the date on which it is signed by the Presidents of BCNSW and BCA on behalf of their governing bodies.

Signed on behalf of Blind Citizens Australia:

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John A Simpson

President

Signed on behalf of Blind Citizens NSW

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Graeme innes

President