

# Memorandum of Understanding

## Bobbin Head Cycle Classic

### 1. Preamble

- a) The initial Bobbin Head Cycle Classic ("Event") was held in 2012 and was organised by the Rotary Clubs of Ku-ring-gai and Turramurra.
- b) In 2013, the Rotary Club of St Ives assisted with the organisation of the Event. A Memorandum of Understanding (MOU) was signed by the three clubs following the 2013 Event that set out how future events were to be organised and governed.
- c) In 2015, the Rotary Club of Wahroonga joined with the other three clubs to organise the Event. It advanced, like the other clubs before it, working capital of \$5,000. The Rotary Club of Wahroonga did not formally become a party to the MOU but acted in accordance with the MOU.
- d) The purpose of this MOU is to update and replace the 2013 Memorandum of Understanding, with an effective date of 1 March 2018 and in so doing, outline how the four Rotary clubs govern and organise the Event.

### 2. Parties and Liability

- a) The Parties to this MOU are:  
Rotary Club of Ku-ring-gai, Inc.  
Rotary Club of St Ives, Inc.  
Rotary Club of Turramurra, Inc.  
Rotary Club of Wahroonga, Inc.  
Turramurra Rotary Foundation is a Party to the MOU in respect of Clause 9e only.
- b) The Parties are working collectively and agree to organise the Event as a Rotary Project, approved by each club's board, and governed in accordance with this MOU.
- c) As a Rotary Project of the participating Rotary clubs, the Parties agree that they are jointly responsible for the Event. This includes the outcomes, operations and financial affairs of the event. That is, each Club has an equal risk with respect to liabilities.
- d) The Parties agree to work together to ensure all necessary resources and support are delivered for the Event. In addition, each Party will endeavour to provide at least 100 volunteers to help staff the Event.

- e) Each Party will nominate two suitably qualified members to serve on the Executive Committee for a minimum of two years.
- f) All Parties will endeavour to provide an equal number of members to play active roles in the various functional areas as detailed on the succession plan.

### **3. Objectives**

The objectives of the Event are:

- I. Annually, to hold a charity bicycle ride in northern Sydney that is suitable for adult riders of varying abilities and which prioritises the safety of participants and supporting volunteers;
- II. To raise money for the Event's nominated Charity Beneficiaries; and
- III. By virtue of running the Event, to promote Rotary and the participating Rotary Clubs to the broader community.

### **4. Governance Arrangements**

- a) The Event will be organised and managed by an Executive Committee.
- b) The Executive Committee will be comprised of two voting Rotary members appointed by each Party, a non-voting Secretary (appointed by one of the Parties) and a non-voting representative of the prime Charity Beneficiary.
- c) By 31 July each year, the Executive Committee will elect from its members a Chairperson.
- d) Decisions of the Executive Committee will require a simple majority of the members present.
- e) The quorum for an Executive Committee meeting will be half the number of voting members (rounded to the next highest number if the number of members is an odd number).
- f) The Chairperson will have a deliberative vote, but not a casting vote.
- g) The Executive Committee may invite other Rotarians and interested parties to attend meetings and take part in discussions.
- h) Each President and President Elect of a Party can, at their discretion, attend Executive Committee meetings on a non-voting basis.

- i) In the event that a committee member leaves their appointing Party, a replacement is to be nominated by that Party and appointed within 30 days.
- j) Should a Party cease to be a party to the MOU then appointed executive members from that Party will be removed.

## **5. Responsibilities of the Executive Committee**

The responsibilities of the Executive Committee include but are not limited to:

- a) Obtaining all necessary approvals to hold the Event (from the Police, Local Councils, National Parks and Road and Maritime Services etc).
- b) Preparing and submitting a Traffic Management Plan that prioritises rider safety while providing an opportunity for a challenging ride.
- c) Organising logistics, oval operations, marketing, sponsorship, and other support arrangements for the Event.
- d) Ensuring that volunteers are appropriately qualified, briefed, trained and equipped to perform their duties effectively and safely. The Executive Committee will ensure that any volunteer who may come into contact with children, in a one-on-one capacity, while undertaking Event activities has provided proof of their Working with Children certification.
- e) Obtaining necessary insurances, including cover for volunteers.
- f) Ensuring that all contractors and suppliers provide evidence of product, public liability and workers compensation insurance covering their business and employees.
- g) Keeping proper accounting records and submitting the P & L, balance sheet/statement to each Party by 31 August each year. If required, submit tax returns. (The financial year for the Event is 1 July to 30 June).
- h) Ensuring the accounts are audited by 30 September each year by a qualified auditor. The audited report should be submitted to the Executive Committee Chair with a copy to each Party by 1 October each year.
- i) Sending copies of the Executive Committee's meeting minutes to the secretary of each Party, preferably within two weeks of the meeting.
- j) Complying with legislative and other requirements that may arise from time to time.

## **6. Distribution of Funds**

- a) The Parties may conduct a presentation evening, to be held before 30 June each year, with the main purpose of celebrating the Event and distributing the net proceeds of the Event. Net proceeds include gross revenue (including donations) less the costs involved in conducting the Event.
- b) Unless otherwise agreed by all Parties, the prime Charity Beneficiary is Lifeline Harbour to Hawkesbury who will receive 50% of the funds to be distributed.
- c) Unless otherwise agreed by the majority of Parties, Ku-ring-gai Youth Development Service is the secondary Charity Beneficiary and will receive 10% of the net proceeds.
- d) Each Party will nominate in writing to the Executive Committee up to two Charity Beneficiaries, which may change from year to year. In nominating a Charity Beneficiary, each Party agrees that the funds for distribution to the beneficiary/s they have nominated will be paid to, or set aside for, the beneficiary/s.
- e) The net proceeds that remain after payments are allocated to the prime and secondary Charity Beneficiaries will be divided equally between each Party for distribution to each Party's beneficiaries in accordance with 6(a).
- f) Charity Beneficiaries referred to in clause 6(d) above must be registered charities and eligible to receive tax deductible gift recipient donations. Each party will negotiate with their nominated beneficiaries the amount of participation /assistance with the Event.
- g) Each Party will endeavour to provide nominations of its beneficiaries by 31 July for the Event being held in the following year.

## **7. Admission of New Parties, Resignation of Existing Parties**

- a) Additional Rotary clubs or other external organisations may be admitted to become Parties to this MOU and be represented on the Executive Committee. For an additional Party to be admitted under this MOU, all Parties must agree to its admission.
- b) Acceptance of the new Party is conditional upon the new Party signing the MOU and advancing \$5,000 as Working Capital.

- c) A Party wishing to resign and cease to be a party to this MOU must give at least twelve months' notice by 1 July of its intention to do so. Notwithstanding the provision of a resignation notice, a resigning party is expected to meet its outstanding obligations as though the resignation had not occurred.
- d) Any resigning party will have its Working Capital returned Within thirteen months of its resignation.



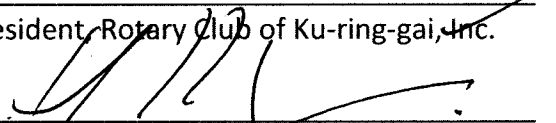
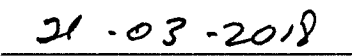
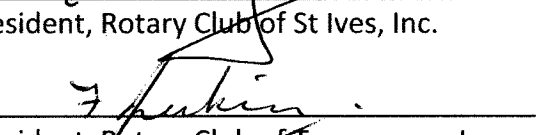
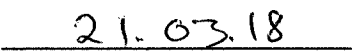
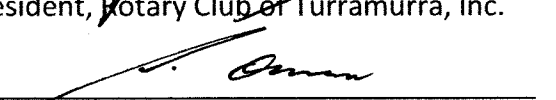

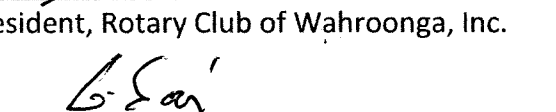
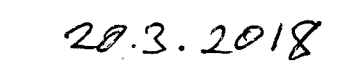
**8. Variations to this Memorandum of Understanding**

Any variation to this MOU requires a majority agreement of the Parties.

**9. Responsibilities of the Parties**

- a) The Parties agree to provide resources and members to assist the Executive Committee with its various tasks and management. The Parties aim to share equally and fairly in the provision of these resources and members.
- b) Should the size of the Event increase significantly from the 2018 level it is acknowledged that the Parties may need to be put in place a more formal structure of governance.
- c) At present the Turrumurra Rotary Foundation (TRF) is the entity that receives tax deductible donations and distributes these funds as directed to the Charity Beneficiaries. The Parties will review this arrangement bi-annually to decide whether another entity should be established for this purpose.
- e) The Trustees of the TRF commit to distribute all monies deposited on behalf of Event in accordance with Clause 6.

Agreed by:

 <hr/> President, Rotary Club of Ku-ring-gai, Inc.	 <hr/> Date
 <hr/> President, Rotary Club of St Ives, Inc.	 <hr/> Date
 <hr/> President, Rotary Club of Turrumurra, Inc.	 <hr/> Date
 <hr/> President, Rotary Club of Wahroonga, Inc.	 <hr/> Date
 <hr/> Trustee, Turrumurra Rotary Foundation	 <hr/> Date