

# AFFILIATION AGREEMENT - BIRDLIFE AUSTRALIA

## PURPOSE

Facilitate arrangements for BirdLife Australia and other birding organisations who share common goals, to work together on specific areas where it is mutually beneficial.

## BACKGROUND

Following the merger of Birds Australia (BA) and Bird Observation & Conservation Australia (BOCA) cooperative arrangements with other bird organisations are unclear. An Affiliation Agreement with non-BirdLife Australia bird organisations will facilitate cooperation and data exchange with realistic expectations and outcomes.

## DEFINITIONS

Affiliated Groups are formally recognised in Clause 22.4 of the Constitution. BirdLife Australia differentiates the role of its branches from other bird organisations as follows. This will help to inform decisions about becoming a branch or remaining an affiliate:

Entity	Definition	Relationship
<b>Branch of BirdLife Australia</b>	<p>Branches represent BirdLife Australia at the local/regional level in activities such as surveys, delivering projects, events and advocacy. Benefits include:</p> <ul style="list-style-type: none"><li>• integration with BirdLife Australia's membership package (e.g. website);</li><li>• tax deductible donations (through the Aus Bird Fund);</li><li>• unified and strong national identity and reputation;</li><li>• access to conservation, education, research, finance, communications, IT and administrative support;</li><li>• access to a national network of branches and members to share learning, information and resources;</li><li>• insurance for public liability, personal accident, travel and professional indemnity; and</li><li>• financial and legal underwriting of projects and events.</li></ul>	<p><b>Collaborative</b> – shared goals, plans, resources, policies and risk; entities actively involved in the organisation's decision-making process.</p>
<b>Non-BirdLife Australia birding organisation (Affiliated Groups)</b>	<ul style="list-style-type: none"><li>• Affiliated Groups are not BirdLife Australia representatives; however, they cooperate on activities under the terms outlined in this Agreement.</li></ul>	<p><b>Cooperative</b> - working together on specific areas where it is mutually beneficial.</p>

## PRINCIPLES UNDERPINNING THE AGREEMENT

The agreement *with Affiliated Groups* will be based on the following principles for cooperation:

- regular two-way communication between BirdLife Australia and Affiliated Groups;
- cooperation in matters of national conservation and advocacy, where policies are aligned;
- share data, information and expertise for research and conservation purposes; and
- participate in and, where agreed, deliver field activities and projects in support of BirdLife Australia's programs.

## SCOPE OF THE AGREEMENT

The Parties wish to cooperate across the following activities, subject to the resources available for their implementation:

- share information on activities and maintain a calendar of activities and events, or links, on the BirdLife Australia website;
- share contact details of the Affiliated Group, BirdLife Australia National Office and local branches to encourage regional and national cooperation;
- members of Affiliated Groups are encouraged to become non-financial supporters of BirdLife Australia, which includes a free e-newsletter to share national information;
- extend invitations to attend events, where appropriate;
- share bird data for bona fide projects involving bird and/or habitat conservation (subject to data privacy provisions);
- advocate jointly on conservation issues, where there is agreement on policy and outcomes;
- share materials developed for promotional, educational and conservation purposes;
- provide reasonable access to library resources for non BirdLife Australia members (by prior arrangement);
- agree to develop a common code of ethics for birding;
- share learning on initiatives such as bird watching and conservation; and
- recognition as an "Affiliated Group of BirdLife Australia" as articulated under the constitution (note: use of the BirdLife Australia or Affiliated Group logo requires written approval).

## PUBLIC LIABILITY COVER

Affiliated Groups are not covered by BirdLife Australia's public liability insurance and a reasonable transition period will be negotiated for existing legacy arrangements.

Public Liability insurance provides cover against legal costs, expenses and liability to pay damages when the organisation or volunteers at *official BirdLife Australia events* are sued by an injured party under common law (e.g. injury or damage caused through negligence). Refer to the terms and conditions of BirdLife's Australia's insurance policy ([birdlife.org.au](http://birdlife.org.au)).

## GOVERNANCE

Conditions for affiliation:

- a list of Group committee members and copy of President's report is forwarded annually to BirdLife Australia; and
- BirdLife Australia's annual report is available on its website ([birdlife.org.au](http://birdlife.org.au)).

## TERM

This affiliation Agreement will commence on the date it is signed by both Parties and commence for an indefinite period unless terminated earlier by the Parties. The agreement can be updated or terminated at any time by either party.

## CONFIDENTIALITY

Each party is required to maintain confidentiality regarding non-public information involving the organisations, programs, staff, volunteers and clients. Information received must not be disclosed unless express permission is given to do so by both parties. Breaches of confidentiality will result in termination of this Head Cooperation Agreement.

## INTELLECTUAL PROPERTY

Intellectual Property of written material, data and graphics (online and hard copy) developed through participation in BirdLife Australia's activities belong to the organisation subject to the provisions of data-sharing arrangements agreed with Affiliated Groups.

## AMBIGUITIES

Any limitation or ambiguities arising from these arrangements shall be resolved by the CEO of Birdlife Australia and the President of the Affiliated Group, according to the objects and spirit of goodwill underlying the terms of this agreement.

## ADDENDUM



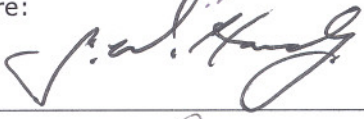
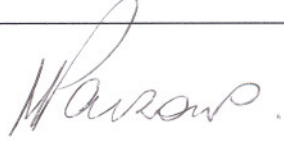
Specific areas of cooperation between BirdLife Australia and Affiliated Groups will be outlined in an addendum to this agreement.

## NON EXCLUSIVITY

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.

## AGREEMENT

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Executed for and behalf of BirdLife Australia by its representative, the Chief Executive Officer	
Paul Sullivan	Signature: 
Witnessed by:	
Name: Fiona Blandford	Signature: 
Date:	
Executed for and behalf of <u>AUSTRALIAN BIRD STUDY ASSOCIATION INC.</u> by its authorised representative:	
JEFFREY W. HARDY PRESIDENT	Signature: 
Witnessed by:	
Name: HEATHER PARSONS	Signature: 
Date: 14 November 2014	

## ADDENDUM

Specific areas of cooperation relating to this agreement are outlined below.

1. Use by the Australian Bird Study Association Inc. (ABSA) of HANZAB data. The resultant field data sheets will be published and be freely available to field workers through the ABSA's website [www.absa.asn.au](http://www.absa.asn.au);
2. BirdLife Australia and the ABSA will jointly promote research on Australian birds through jointly organised scientific lecture and seminar days;
3. The organisations support and promote the bird conservation initiatives and activities of each other through newsletters and email messages.