MEMORANDUM OF UNDERSTANDING

BETWEEN

The University of Auckland (a University established under the University of Auckland Act 1961 and as subject to the Education and Training Act 2020) Student Groups, Student and Scholarly Services ("the University")

AND

[STUDENT GROUP OFFICIAL NAME] (OFFICIAL STATUS - an unincorporated entity / incorporated entity / trust / registered charity / other) ("the Student Group")

1. Background

The University acknowledges the importance of the Student Group to enhancing the student experience consistent with the University's Taumata Teitei – Vision 2030 and Strategic Plan 2025. The parties enter into this Memorandum of Understanding ("MOU") with a view to agreeing how the Club will operate to the University's expectations.

The Club Support and Engagement Committee provides oversight, guidance, and decision-making regarding the recognition, support and conduct of student clubs, societies, and associations at the University. It ensures that Student Groups operate in alignment with University policies, values, and the Student Code of Conduct, while fostering an inclusive and vibrant campus community.

2. Purpose

The joint purposes ("Purposes") under this MOU include for the parties to:

a. Operate independently but work together in a co-operative manner;

b. Support students' engagement on campus via their participation in the Student Group's activities; and

c. Provide safe, inclusive, and welcome experiences for University students on campus.

3. Relationship Principles

The University will:

a. Provide the privileges and benefits available to registered Student Groups, as outlined in the University's Guide to running a club webpage.

b. Provide reasonable guidance and support to Student Group executives to enable the success of the group.

The Student Group will:

a. Comply with all relevant legislation, University policies, procedures and guidelines.

b. Comply with requirements regarding registration of the Student Group set out in the University's Registration details and training webpage.

c. Comply with decisions made by University staff.

d. Not engage in conduct or activities actually (or having the potential to) damage the trust and goodwill between the parties or make public statements contrary to the Purposes.

e. Represent, respect, and value the group members, the wider student body and the University positively and consider and the input of the group members by maintaining a well-run and active executive that upholds the expected behaviours of the Student Group.

f. Ensure that Student Groups activities do not run counter to the Purposes or disrupt the student or campus experience, or otherwise cause nuisance to students or the public. All outreach must be

respectful and non-intrusive as detailed in the *Registered Student Group Outreach Guidelines* that is available on the University's Guide to running a club webpage.

g. Organise or participate in an event in the nature of an initiation that requires or can be reasonably regarded as pressuring a person into:
    i. the use of alcohol or drugs, including cigarettes and vaping products; and/or
    ii. the undertaking of unlawful activities; and/or
    iii. the undertaking of activities that carry risk of harm to a person or property.

h. Take all reasonably practicable steps to ensure participant health and safety, promptly notify the University of any serious incident or health and safety concern arising from the Student Group activities, and provide activity relevant documentation to the University on request.

i. Not use the University's name, branding, logos or trademarks except as authorised by the University and in accordance with any applicable brand guidelines as outlined in the Marketing, Advertising and Publishing Guidelines webpage.

j. Student Groups may apply for funding in accordance with their designated Grant Track. During the 2027 registration period, **[STUDENT GROUP OFFICIAL NAME]** is assigned to Grant Track **[X]**.

k. For funding provided by the University to the Student Group, the Student Group will:
    i. Comply with guidelines, terms, and conditions as outlined in the University's Grants and receipting webpage.
    ii. Only apply University funding towards the approved items listed in the University's Grants and receipting webpage.
    iii. Identify and appropriately manage any actual, potential or perceived conflict of interest in relation to any funding.
    iv. Receipt and otherwise account for all University funding paid to it by the University in accordance with University requirements including to reasonable accounting standards (and make all records and bank accounts available to the University for inspection upon demand);
    v. Promptly return any unused or overpaid funding amounts paid if and when required by the University.

Both Parties will:

a. Provide appropriate information in a timely manner when requested.

b. Maintain clear and open communication, recognising that communication is a shared responsibility between the Parties.

c. Take all reasonable steps to maintain a constructive relationship and to address any actual or perceived issues collaboratively, respectfully, honestly, and fairly.

d. Meet, when appropriate, to discuss progress and opportunities, and to build and maintain whanaungatanga between Parties.

e. Work together to achieve the Purposes using clear and consistent communication on a “no surprises” basis.

f. Work independently and remain solely responsible for their own activities, decisions, liabilities and obligations.

g. Have mutual respect for each other’s goals, strategy, and aspirations.

4. General

a. **Duration:** This MOU shall commence on the date of University approval and shall remain in force until the end of the calendar year for which the organisation is registered, unless terminated earlier in accordance with the provisions of this Agreement.

b. **Confidentiality:** Each party must keep confidential any information disclosed by the other party and may only disclose it with the disclosing party's consent (except where disclosure is required by law). A party required by law to disclose information relating to this MOU must promptly notify the other party in writing. The parties acknowledge that the University is subject to the Official Information Act 1982. Information provided in relation to the executive or membership personal details, asset register, or bank account details is considered confidential. It is only to be accessed by the Club Support and Engagement Committee and relevant University staff members when necessary – such as grant reviews, annual registration, and if the Student Group is under investigation.

c. **Privacy:** The parties agree to comply with the Privacy Act 2020 (and with the University’s applicable Privacy policies as may be as outlined in the University’s Privacy Policy webpage in relation to any student personal information).

d. **Insurance:** The Student Group will obtain its own insurance as may be required for its activities and must not otherwise conduct its activities in any way that may prejudice, invalidate, or adversely affect the University's insurance policies or insurance cover.

e. **Dispute Resolution:** The parties will work co-operatively to resolve any dispute or issue in a reasonable timeframe arising under this MOU.

f. **Reporting and Meetings:** The parties will meet as required by the University to discuss progress and any issues under this MOU and to build and maintain whanaungatanga. The Student Group will otherwise provide any financial and funding, progress or other reporting as reasonably required and at times required by the University.

g. **Intellectual Property:** Each party retains ownership of its Background IP and any intellectual property it creates or develops independently. Nothing in this MOU grants either party any interest in the other party's intellectual property except as expressly agreed in this MOU.

h. **Liability and Indemnity:** Each party remains responsible for its own acts and omissions. The Student Group indemnifies the University, its council members, officers, employees and agents against any loss, liability, damage, cost or expense (including reasonable legal costs) arising from the Student Group's breach of this MOU, including any claimed or actual infringement of third party intellectual property rights or breach of confidentiality or privacy obligations.

i. **Suspension or withdrawal of recognition:** The University may suspend or withdraw a Student Group where the Student Group breaches the terms of this Agreement. The University may also suspend, withdraw or restrict Student Group access to University facilities or services.

j. **Termination:** Either party may terminate this agreement by providing at least 30 days notice to the other party. Upon termination of this MOU, the Student Group shall no longer be officially recognised by or registered with the University. Termination shall not affect any rights, obligations, or liabilities accrued by either party prior to the date of termination.

k. **Jurisdiction:** This MOU is governed by and construed in accordance with the laws of New Zealand.

l. **No Partnership:** Nothing in this MOU creates a partnership, joint venture, employment, agency or agency relationship between the parties.

Executed as a MOU that (with the exception of clause 4) is not intended to be legally binding on the parties:

Signed by the Student Group pursuant to delegation by the following having authority to bind the Student Group into this MOU by:

2027 President

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____

2027 Co-President (if applicable)

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____

2027 Secretary

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____

2027 Co-Secretary (if applicable)

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____

2027 Treasurer

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____

2027 Co-Treasurer (if applicable)

Full Name: _____

UPI: _____

Student ID: _____

Signature: _____

Date: _____