



**Special Olympics**  
New Zealand

## Relationship and Accreditation Agreement

This agreement exists to provide clarity on the roles and responsibilities of both SONZ and Clubs, including the obligations both parties have to meet under SOI rules. Key to this working is establishing a working relationship between SONZ and Clubs that is underpinned by always placing athletes interests first.

### PARTIES

Special Olympics New Zealand (SONZ)

Special Olympics [name] Trust (the Club)

### BACKGROUND

- A. Special Olympics New Zealand (SONZ) is a charitable trust incorporated under the Charitable Trusts Act 1957 and a charity under the Charities Act 2005. It is accredited annually to Special Olympics International (an entity established in the USA) (SOI).
- B. Special Olympics [name] Trust (the Club) is a charitable trust incorporated under the Charitable Trusts Act 1957 and a charity under the Charities Act 2005. Subject to compliance with the accreditation conditions set out in this Agreement, it is accredited annually to SONZ.
- C. The parties wish to record the principles that will govern their relationship, their respective roles and responsibilities to one another and the SONZ accreditation conditions on the terms set out in this Agreement.

### PART ONE: RELATIONSHIP

*The parties recognise that a transparent, mutually respectful and supportive relationship based on good faith and open communication will be key to securing the ongoing contribution of members and enthusiastic participation in Special Olympics.*

1. **Core principles:** The core principles which will govern and guide the relationship between SONZ and the Club is one of partnership which recognises and comprises the following:
  - (a) the establishment of a relationship based on mutual trust;
  - (b) the shared intention to achieve outcomes and contribute to the ongoing success of SONZ and the Club;
  - (c) openness, promptness, consistency and fairness in all dealings and communications;
  - (d) commitment to maximising efficient and cost-effective delivery of all resources;

- (e) non-adversarial dealings and constructive mutual steps to avoid differences and to identify solutions, and
  - (f) provision of information and ideas as appropriate to assist the performance of respective roles.
2. SONZ and the Club commit to act in a manner consistent with the core principles in all their dealings with each other including those set out below.

#### *Purpose and role of SONZ*

3. **Purpose:** The purposes of SONZ are covered in the SONZ Constitution but in brief include to provide year-round sports training and competition for people with intellectual disabilities, empower people with intellectual disabilities to realise their full potential, provide opportunities for athletes to become fulfilled and productive members of their families and the communities in which they live and be a leader in the field of intellectual disability, in each case for the benefit of the New Zealand public.
4. **Role:** The role of SONZ is covered in the SONZ Constitution but in brief includes, to facilitate and organise Special Olympics in New Zealand, be an accredited member of SOI and organise a system of local, regional and international participation for persons to be involved in Special Olympics.
5. **SOI requirements:** SONZ shall comply with SOI requirements including adherence to SO Mission Statement, composition of Board, governance training, correct use of SO logo and branding, compulsory use of the SOI Games Management System, annual census, budget, operational plan, end of year accounts and payment of accreditation fee.

#### *Club roles and responsibilities*

6. **Role:** The role of the Club is to:
- (a) foster and promote the purposes of SONZ in the Club's Geographic Area in line with SONZ rules, policies and guidelines;
  - (b) manage the contact with, and participation of the Athletes, their families and volunteers within the Club's Geographic Area and facilitate the Athletes' training, competitive sporting engagements and Healthy Athletes Programme requirements at local, regional and international levels;
  - (c) engage with its local SONZ Regional Sports Co-ordinators to support the transition of school-based Athletes to Club training and competition via a plan agreed between the SONZ Regional Sport Coordinator and the Club; and
  - (d) promote, access and coordinate training programmes for volunteers in line with SONZ rules, policies and guidelines.
7. **Responsibilities:** The Club must:
- (a) manage the finances of the Club to ensure its financial viability;
  - (b) maintain appropriate records from Club meetings, including minutes, contact details, health information, training and competition of Athletes;

- (c) provide Athletes with training opportunities and provide regular competition opportunities (at least one competition per year) in each Sanctioned Sport that the Club offers;
- (d) admit Athletes in accordance with the procedures outlined in the SONZ rules, policies and guidelines;
- (e) maintain an up to date register of the Club's members' details;
- (f) comply with the Special Olympics International requirement of maintaining a 1 : 4 ratio of volunteer to athlete support, including having at least one volunteer to have up to date first aid certification at all events;
- (g) ensure that every volunteer receives adequate training including but not limited to health and safety requirements prior to commencing any Club activity; and
- (h) deal with any complaint received by the Club in respect of the behaviour of an Athlete or Volunteer in accordance with the SONZ Complaints, member Discipline and Appeals Policy.

## **PART TWO: ACCREDITATION**

8. **Grant of accreditation:** With effect from the date of this Agreement, in consideration for compliance with the accreditation conditions set out in clause 9, the Club is granted accreditation with SONZ for the current year. Accreditation is valid from 1 January until 31 December of each calendar year and must be renewed on an annual basis. Accreditation is subject to the continuing accreditation of SONZ by SOI each calendar year.
9. **Accreditation conditions:** The Club agrees that its accreditation to SONZ is subject to compliance with the following conditions:
  - (a) The Club is responsible for maintaining the good name and reputation of SONZ and will not do or omit to do anything which might bring the name or reputation of SONZ into disrepute.
  - (b) The Club maintains its status as a charitable organisation under the Charities Act 2005.
  - (c) The Club does not act in any way that may compromise the Club's or SONZ's individual charitable status.
  - (d) The Club complies with the Special Olympics Official General Rules and all SONZ rules, policies and guidelines that are applicable to Clubs, as that term is defined in the SONZ Constitution.
10. **Effect of accreditation:** Accreditation shall entitle the Club to:
  - (a) conduct Special Olympics events in its Geographic Area;
  - (b) recruit and enlist members of the Club and of SONZ;
  - (c) use the name and logo of SONZ, or a local name and logo approved by SONZ; and

(d) any other rights or privileges as SONZ shall determine from time to time.

11. **Suspension and termination:** If, in the opinion of SONZ:

- (a) the Club is in breach of this Agreement and does not remedy that breach; and/or
- (b) the Club's actions or omissions negatively impact on the good name and reputation of SONZ, or potentially cause the public image of SONZ to be tarnished,

then SONZ has the power to suspend or terminate the Club's accreditation in accordance with clause 12.

12. **Suspension and termination process:**

- (a) If SONZ so determines, after giving the Club one written warning, it may at any time by written notice outlining its justification, suspend the accreditation of the Club. Upon suspension, the Club's Board shall meet with representatives of SONZ to discuss in good faith the reasons for the suspension of accreditation and agree on a course of action and timeframe to remedy the reason for the suspension and on milestones the Club must meet for accreditation to be reinstated.
- (b) Following this meeting, SONZ shall provide the Club with written confirmation of this agreed course of action.
- (c) Representatives of SONZ shall meet with the Club's Trust Board three months after the Club's accreditation was suspended to determine if the Club has remedied the reasons for suspension.
- (d) If, following the meeting in clause 12(c), it is determined that the Club has not remedied the reasons for suspension, SONZ will have the discretion to reinstate or terminate the Club's accreditation.

13. **Effect of termination:** If a Club's accreditation is terminated, the Club:

- (a) will cease to be a Club for the purposes of the SONZ Constitution and any other governing documents of SONZ; and
- (b) must cease to use the name "Special Olympics" and any trademarks or other intellectual property associated with SONZ and must change its legal name to remove all references to "Special Olympics".

14. **Governing law:** This Agreement is governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand.

15. **Definitions:** In this Agreement:

- (a) **Athlete** means a member of the Club and of SONZ participating as an athlete in sports offered by the Club;
- (b) **Geographic Area** means the Geographic Area from which the Club draws its Athletes as determined by SONZ;

- (c) **Non-Sanctioned Sport** means any sport that is not a Sanctioned Sport;
- (d) **Sanctioned Sport** means a sport defined in the SONZ Accreditation Standards and in the Official Special Olympic Sports Rules as being offered as an approved sport by the Club;
- (e) **Volunteer** means a member of the Club and of SONZ giving their time freely in a voluntary capacity to the Club.

**SIGNED as an agreement:**

Signed by [name] in their capacity as a trustee  
on behalf of Special Olympics New Zealand

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Signature

Signed by [name] in their capacity as a trustee  
on behalf of Special Olympics New Zealand

\_\_\_\_\_

Signature

Signed by [name] in their capacity as a trustee  
on behalf of Special Olympics [name] Trust

\_\_\_\_\_

Signature

Signed by [name] in their capacity as a trustee  
on behalf of Special Olympics [name] Trust

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Signature