

# NCA & DNM

## Memorandum Of Agreement

This MOA sets out the agreement between DF Racing New Zealand (as NCA) and the New Zealand Radio Yachting Association (as DNM) whereby NZRYA agrees to delegate to DFRacingNZ the administration of the DF65 and DF95 classes in New Zealand.

### 1. Abbreviations and Definitions

#### 1.1. Abbreviations used in this MOA have the following meanings

DF65	DragonForce 65 class of <i>Boat</i>
DF95	DragonFlite 95 class of <i>Boat</i>
DFRacingNZ	DF Racing New Zealand. The New Zealand NCA for DF65 and DF95 <i>Owners</i> .
DNM	Designated National Member of IRSA. In New Zealand this is the NZRYA.
ICA	International Class Association
IRSA	International Radio Sailing Association
MOA	Memorandum of Agreement
MNA	Member National Authority of WS. In New Zealand this is YNZ.
NCA	National Class Association
NZRYA	New Zealand Radio Yachting Association.
WS	World Sailing
YNZ	Yachting New Zealand

#### 1.2. Where the following words and phrases are used in their defined sense in this *MOA*, they appear capitalised and in an italic typeface.

<i>Boat</i>	A <i>Boat</i> that may comply with the <i>Class Rules</i> .
<i>Constitution</i>	The <i>Constitution</i> which records the rules of either <i>Party</i> as the context requires.
<i>Class</i>	The DF65 or DF95 class of <i>Boat</i> as appropriate to the context.
<i>Class Rules</i>	The <i>DF65 Class Rules</i> and the <i>DF95 Class Rules</i> shall be the latest published revisions available from the DF Racing World Information website ( <a href="https://df Racing.world">https://df Racing.world</a> ).
<i>DFRacingNZ Event</i>	A DF65 or DF95 National Championship, Regional Championship, North or South Island Championship or Ranking Event approved by <i>DFRacingNZ</i> and authorised by NZRYA.
<i>Effective Date</i>	The date on which both Parties have signed the MOA.
<i>Electronic Communication</i>	A means of exchanging information including but not limited to the World Wide Web, the Internet, e-mail, fax, telephone, Message Boards.
<i>Good Standing</i>	A <i>Member</i> is in <i>Good Standing</i> when they have paid all applicable subscriptions, fees and levies and have not resigned, or had their membership suspended or terminated.



<i>Jurisdiction</i>	The jurisdiction of the MOA covers the areas and territories administered by YNZ as the MNA.
<i>Member</i>	A person meeting the criteria for membership of DFRacingNZ in accordance with the DFRacingNZ <i>Constitution</i> .
<i>Notice</i>	A formal notification which may be given as an <i>Electronic Communication</i> .
<i>Officer</i>	An elected <i>Officer</i> in terms of each <i>Party's Constitution</i> .
<i>Owner</i>	A person who owns at least one DF <i>Class Boat</i> and is a <i>Member</i> of DFRacingNZ.
<i>Party</i>	A party to this MOA, being either DFRacingNZ or the DNM.
<i>Regulation</i>	Any rule, ruling, law, bylaw, regulation, directive, guideline, term, condition, instruction, or policy enacted by the management committee of either <i>Party</i> as the context requires.
<i>shall/may</i>	In this <i>Constitution</i> , the word "shall" specifies a mandatory action or procedure, while the word "may" is permissive.

- 1.3. In this *MOA*, unless the context requires otherwise:
1. Expressions defined in the Definitions shall have the defined meaning in the whole of this *MOA*;
  2. Clause headings and other headings are for ease of reference only and will not affect the interpretation of this *Constitution*;
  3. Any obligation not to do anything will include an obligation not to suffer, permit or cause that thing to be done;
  4. Words importing the singular number will include the plural and vice versa;

## 2. Authority

- 2.1. The DNM enters this *MOA* having delegated authority from IRSA and YNZ for radio sailing in New Zealand and the DNM signatory is an *Officer* of the DNM authorised to sign on behalf of the DNM.
- 2.2. DFRacingNZ enters this *MOA* as the representative body for *Owners* of *Class Boats* in New Zealand and the DFRacingNZ signatory is an *Officer* of DFRacingNZ authorised to sign on behalf of DFRacingNZ.

## 3. Purpose of the MOA

- 3.1. This *MOA* describes and defines the cooperative relationship between the *Parties* in respect of supporting and administering the *Class* and in particular:
  1. Establishes DFRacingNZ as the sole representative and administrative body for *Class* affairs within the *Jurisdiction*.
  2. Specifies the authorities delegated to DFRacingNZ by the DNM.
  3. Specifies the ongoing responsibilities of DFRacingNZ to the DNM.

## 4. Scope of the MOA

- 4.1. The scope of this *MOA* includes all activities relating to the radio sailing of *Class Boats* within the *Jurisdiction*.

## 5. Obligations of the Parties

- 5.1. DFRacingNZ shall:
  1. Be self-governing in accordance its *Constitution*, *Regulations* and the provisions of this *Memorandum*.
  2. Administer the *Classes* in accordance with the *Constitution* and act in the best interests of its *Members*.
  3. Appoint a representative to the DF ICA World Council and participate in the work of the World Council in accordance with the provisions of the DF ICA *Constitution* and *Regulations*.
  4. Agree to affiliate to and maintain membership of the DNM and to pay the annual *Affiliation Fee*.
  5. Use its best endeavours to ensure that its *Members* individually affiliate with the DNM and comply with all relevant DNM resolutions and regulations.
  6. Use the approved *Class* insignia in class publications, advertising, or promotions and provide the DNM



with up-to-date copies of all *Class* publications in New Zealand.

7. Prepare and provide to the DNM, an annual report on the activities of the Class in New Zealand, including the attainment of DFRacingNZ objectives, current members in *Good Standing* and sail numbers issued. The annual report shall be provided in the month following the end of the DFRacingNZ fiscal year.
8. Prepare and provide to the DNM, a complete set of annual accounts. The annual accounts shall be provided in the month following the end of the DFRacingNZ fiscal year.
9. Maintain a register of allocated sail numbers.
10. Ensure that *Boats* competing in *DFRacingNZ Events* comply with NZRYA eligibility requirements and *Class Rules*.

5.2. The DNM shall:

1. Recognise DFRacingNZ as the sole class association for the *Classes* in New Zealand.
2. Delegate to DFRacingNZ the authority and responsibility for the running of *DFRacingNZ Events* including
  - a) Establishing the sailing calendar for *DFRacingNZ Events*
  - b) Negotiating hosting agreements with clubs affiliated to the DNM.
3. Approve event documentation (Notice of Race and Sailing Instructions)
4. Represent DFRacingNZ interests to IRSA through NZRYA's delegate role to that organisation.
5. Provide the NZRYA website as a vehicle to promote both DFRacingNZ and the *Classes*.
6. Include DFRacingNZ as an insured party on any NZRYA Public Liability and Statutory insurance policies.

## 6. Precedence of Constitutions

- 6.1. Where any conflict arises between the DFRacingNZ Constitution and/or the DFRacingNZ Regulations on the one hand and the DF ICA Constitution, the DF ICA Regulations, and/or this Memorandum of Agreement on the other, the provisions of the DF ICA Constitution, the DF ICA Regulations, and/or this Memorandum of Agreement shall prevail.

## 7. Commencement and Term of the MOA

- 7.1. This MOA will commence on the *Effective Date* and will continue until terminated.

## 8. Amendment

- 8.1. This MOA shall only be amended by the joint agreement of both *Parties* and by duly authorised signatures of the *Parties* to a revised MOA.

## 9. Suspension and Termination

- 9.1. This MOA shall be suspended during any period during which DFRacingNZ has not paid the *Affiliation Fee* due to the DNM. Such suspension ends with immediate effect on payment of the outstanding fee.
- 9.2. Either party may terminate this MOA by delivering 30 days *Notice* of the termination to the other party, if:
  1. The other party materially breaches any of its obligations, under this *MOA*, and
  2. The breach continues for a period of 30 days after the injured party delivers *Notice* to the breaching party reasonably detailing the breach.
- 9.3. The MOA will automatically terminate in the event that either party is dissolved in accordance with its Constitution.

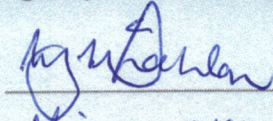




## 10. Signatures of Parties

10.1. Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

Signed on behalf of the DNM:



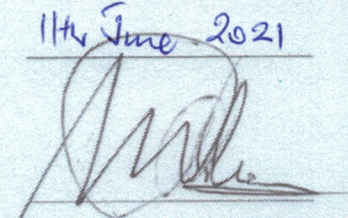
Name:

Michael McLachlan

Date:

11th June 2021

Signed on behalf of the NCA:



Name:

Michael Calkoen

Date:

11th June 2021

