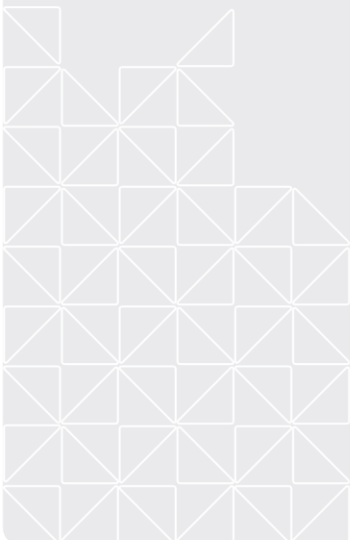


Working with other community organisations

Training Workbook

June 2016



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About this training

About Not-for-profit Law

Not-for-profit Law (NFP Law) is a legal program of Justice Connect, a not-for-profit community organisation.

NFP Law (previously known as PilchConnect) is a specialist legal service established to provide free and low cost legal assistance to not-for-profit community organisations in Victoria and New South Wales.

NFP Law 'helps the helpers' by providing tailored legal information, advice and training to not-for-profit community organisations. By relieving the burden of legal issues, organisations can better focus their time and energy on achieving their mission - whether that's supporting vulnerable people, delivering community services, enhancing diversity or bringing together the community.

You can find out more about NFP Law and the legal services we provide at:

www.justiceconnect.org.au/nfplaw

About today's trainer

Anna Lyons is a senior lawyer and trainer in the NFP Law team. Anna joined the NFP Law team in October 2015, having most recently worked as a senior lawyer with Justice Connect Homeless Law. Anna worked at a commercial law firm from 2005 to 2012 and during that time gained experience advising not-for-profit organisations and delivering training for the community sector as a member of the firm's Charity Law team.

About today's training and this workbook

The legal information in today's training is current to June 2016. Every effort has been made to ensure that the information in this training is accurate and up-to-date, however the law changes frequently and you should seek legal advice before relying on this information.

The training we provide is legal information only, not legal advice. This means the information is general in nature and not specific to the needs of your organisation. You should seek legal advice about the particular situation and needs of your not-for-profit organisation.

Today's training is about the laws that apply in Victoria. The laws differ in other states.

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Acknowledgements

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Training terminology

Terminology used in today's training

Concept:	Common terms:	We will use:
governing body of not-for-profit organisation	<ul style="list-style-type: none">• committee• board• trustees• council	<ul style="list-style-type: none">• committee
person who sits on governing body	<ul style="list-style-type: none">• committee member• board member• director• trustee• council member• responsible person	<ul style="list-style-type: none">• committee member
governing documents	<ul style="list-style-type: none">• rules• constitution• trust deed• rule book	<ul style="list-style-type: none">• rules
Not-for-profit organisation	<ul style="list-style-type: none">• not-for-profit• organisation• group	<ul style="list-style-type: none">• organisation

Acronyms used in today's training

Acronym:	Term:
NFP	not-for-profit organisation
IA	incorporated association
CLG	company limited by guarantee
ACNC	Australian Charities and Not-for-profits Commission

Why work with other organisations?

Why work with another organisation?

There may be many reasons why one organisation wants to, or needs to, work with another organisation.

For example:

- An organisation might have problems finding funding and needs assistance to continue their activities
- Two or more organisations may choose to form a consortium in response to a government tender.
- An organisation might be in financial distress, and another organisation might agree to take on its activities, contracts and staff.
- Organisations might decide to enter into a contract which allows them to share information or resources.
- Organisations might decide to jointly work on a project.
- Organisations might decide to join together to expand their services, reduce their overheads or cover more territory.

The reason why organisations want to work together will be very important when deciding what option or 'structure' the organisations what to use to formalise their arrangements.

Is working together the best option?

When two or more organisations are thinking of working together, they need to carefully consider whether it is the best option.

The committees of each organisation should ask themselves questions like:

- (1) What are the purposes of each organisation – do the purposes align together?
- (2) Are there good synergies between the organisations?
- (3) How will the organisations will fit together? Will there be overlap or gaps in operations, assets, staff, office space or programs?
- (4) What does each organisation hope to achieve by working together?
- (5) How might working together affect each organisation's charity and/or tax status?
- (6) Will the staff and volunteers work well together?

Deciding to work with another organisation is a big step, and it must be the right decision.

Options for working with others

1. Consortia

Two or more organisations often choose to form a consortium in response to a government tender. A consortium allows two or more not-for-profit organisations to combine their capabilities when responding to a tender.

The term 'consortia' or a 'consortium' is a very broad, loose concept. In this seminar we will cover a number of different legal options which organisations can use to form a consortium which is more structured and certain.

Advantages to forming a consortium	Disadvantages to forming a consortium
Consortia partners can share skills, experience and expertise, which can increase their chances of successfully winning tenders	Forming a consortium might make it harder to respond to a tender, as some potential consortia partners might not be open with their information
Different consortia partners can bring different and unique selling points to the table	It takes time to develop a consortium and to form good relationships between consortia partners
Consortia partners can share development costs and reduce overheads	A consortium is harder to manage than a single organisation
All consortia partners can share in the risk of the consortium	If one consortium partner fails to deliver, then the entire consortium may suffer

2. Memorandum of understanding (MOU)

An MOU is an informal type of contract, which can be used by 2 or more organisations that want to work together. An MOU is typically used when 2 or more organisations want to agree to enter into a more specific or formal contract or agreement at a later stage after they have finished negotiating.

An MOU might say that Organisation 1 and Organisation 2 want to achieve a certain goal together, and that they agree to enter into negotiations to enter into a contract. After the MOU is signed, then Organisation 1 and Organisation 2 will negotiate and eventually sign a more formal contract.

It can also be used when 2 organisations agree to share information, set up a framework or set out a vision for working together. MOUs are generally not legally binding.

If an organisation is looking to enter into an MOU drafted by someone else, it should read the document very carefully to make sure it does not create legally binding obligations.

For more information about MOUs, read our factsheet on Memoranda of Understanding.

3. Auspicing

To **auspice** means to provide support, sponsorship or guidance. An auspicing arrangement is where one organisation (usually incorporated) provides support to another organisation (often unincorporated).

In an auspicing arrangement:

- the '**auspicee**' is the organisation requiring support
- the '**auspicator**' is the incorporated organisation that auspices the group needing support

When using an auspice agreement, the relationship is often described as one where the auspicee will be carrying out the project 'under the auspices of' the incorporated organisation – the auspicator. The auspicator receives funding or enters into relevant agreements for the auspicee.

The reason auspicing has evolved is because an unincorporated association of individuals may find it difficult to obtain funding such as grants, because funding bodies generally prefer to deal with an incorporated legal entity rather than a group of individuals. In addition, some funding bodies restrict grants to groups with deductible gift recipient endorsement or tax concession charity status.

It is important to have a written auspicing agreement so that all parties understand their role and responsibilities in the auspicing relationship.

An **auspice agreement** must be drafted with care because the auspicator is taking legal and financial responsibility for how the money provided by the funding body is spent. They also have the responsibility for making sure that the project is completed on time. Every auspicing relationship will be different and there may be additional issues that need to be covered in any particular auspice agreement in order to take account of the specific circumstances of the auspicee, the project and the requirements of the auspicator or the funding body and the terms and conditions of the funding agreement.

The Information Hub contains an Auspicing Guide and Checklist at: www.nfplaw.org.au/auspicing

4. Partnerships

A partnership can be used as a 'vehicle' for 2 or more organisations to reach a particular goal. The term 'partnership' is commonly used in the not-for-profit sector to describe a relationship between 2 organisations; however it has a specific legal meaning. A partnership is actually a separate legal organisation, made up of 2 or more organisations (partners).

Each state has different laws for partnerships, but the laws are generally quite similar.

Organisations which want to form a partnership will usually sign a formal partnership agreement, which sets out the terms of the partnership. The partners will owe obligations to each other under the terms of the partnership agreement and are expected to act in good faith to benefit the partnership.

'Good faith' means that each partner must be honest and try their best to reach the goal the partnership set out to achieve

Organisations that form partnerships do not merge together or cease to exist, but they remain individual organisations who have simply signed a partnership agreement and agreed to work with the other partners to the partnership.

Each partner in a partnership is 'jointly and separately liable' for the expenses of the partnership. In simple terms, this means that one partner could be responsible and liable for all of the partnership's expenses alone if the other partners are unable to pay.

5. Joint ventures

Joint ventures are contract-based arrangements, and are usually established for a specific project when 2 or more organisations agree to formally work together to achieve a common goal. When 2 or more organisations enter into a joint venture, they do not merge together, or cease to exist, but they separately agree to work together for a particular purpose. Depending on what is agreed between the organisations, the organisations forming the joint venture might contribute money, skills, knowledge or other resources to the joint venture.

A joint venture is formed when 2 or more organisations sign a joint venture contract. A joint venture contract is legally binding, and usually sets out:

- the obligations and rights of each of the organisations participating in the joint venture
- how the joint venture project will be completed, and
- how the day to day operations of the joint venture or joint venture project will be run.

The joint venture contract will also usually state that the arrangement is not a partnership, just to be clear. If the contract does not do so, a court may find that the arrangement was a partnership, not a joint venture. This has legal consequences, so it is best to be clear.

There are 2 main types of joint ventures:

1. unincorporated joint ventures – the joint venture is based on the contract signed by the organisations, and is not a separate legal organisation, and
2. incorporated joint ventures – the joint venture is incorporated and is therefore a separate legal organisation, such as a company limited by guarantee or a private company.

The relationship between the organisations that are part of a joint venture depends on the nature of the joint venture. If the joint venture is unincorporated, the organisations are simply bound to fulfil whatever obligations are written in the joint venture contract. If the joint venture is incorporated, then the organisations are likely to be members of the joint venture company, and have broader obligations as members.

For more information, refer to the section of the Information Hub on joint ventures.

6. Amalgamations

Amalgamating is a process which can be used by incorporated associations to combine or merge together to create one single incorporated association. The process is set out in the incorporated associations legislation for each state.

When individual incorporated associations amalgamate, they form a new incorporated association, and the relevant state regulator will cancel the incorporation of the individual associations, so that they will no longer exist.

The effects of amalgamation include:

- the property of the individual associations becomes the property of the amalgamated association

- all debts and liabilities and obligations become the debts and liabilities and obligations of the amalgamated association
- members of the individual associations become members of the amalgamated association, and
- new rules will apply and a new committee of management will be formed.

For more information, refer to the section of the Information Hub.

7. Mergers

A merger can happen in a variety of different ways, depending on the organisations involved, such as:

- when one (usually smaller) organisation becomes part of another (usually larger) organisation, or
- when two organisations merge to create a brand new organisation.

There are many different options, or 'structures' for merging organisations together. Mergers are always specifically tailored to the organisations involved, to reach the outcomes that the organisations want. All mergers will involve the organisations signing a contract, which sets out the terms of the merger and how the merger will work.

Note: The organisations involved will need the help of a lawyer, particularly to assist them with structuring their merger and drafting the merger contract.

The 2 most common merger structures are:

1. Similarly to an amalgamation, 2 or more organisations combine to create 1 new organisation. The merging organisations will transfer their assets, employees and operations to the new organisation and the merging organisations will wind up and be deregistered. The newly merged organisation is usually brand new, with a new name, website and redesigned brand.
2. 1 organisation (usually larger and more sophisticated) takes on some or all of the assets, operations, employees and volunteers of another (usually smaller) organisation, and the smaller organisation winds up and is deregistered. Going forward, the organisations operate together under the name and brand of the larger organisation.

Unlike amalgamations, the merger process is not outlined in law and can be completely customised, because a merger is essentially a contractual agreement between two organisations to form a single organisation. For example, when 2 organisations merge together:

1. only those assets that the organisations want to become the assets of the merged organisation will transfer across, and each individual organisation will need to legally transfer the ownership of those assets

For incorporated associations, legislation requires that the remaining assets of the individual organisations need to be passed to another organisation with similar objects.

2. only those debts and liabilities that the organisations want to become the debts and liabilities of the merged organisation will transfer across, and each individual organisation will need to deal with its debts and liabilities that do not transfer across, and
3. the members of the individual organisations do not automatically become the members of the merged organisation. The members need to be given the option to become members of the merged organisation.

Example of a typical merger process

- (1) The boards or committees of both organisations will have preliminary meetings about a potential merger. A board or committee might identify 2 or 3 organisations it might like to approach for a merger, or it might decide to speak directly to an organisation it already works with on an informal basis.
- (2) Once the 2 organisations decide they are willing to look into merging together, they will usually do 'due diligence' on each other.
- (3) Any issues identified in due diligence should be resolved, either by asking the organisation with the issue to fix it before the merger, or taking the issue into account by including certain terms and conditions in the merger contract.
- (4) Once both organisations' committees or boards have decided they want to go ahead with the merger, they will usually hold an official board or committee meeting, and will make an official decision to go ahead with the merger by passing a resolution.
- (5) Depending on the rules or constitution of the organisations involved, often a merger will require the consent of the members. The organisations might need to hold meetings of their members and ask them to pass a resolution approving the merger.
- (6) Each organisation will need the assistance of a lawyer throughout the merger process. Assistance is required most during the negotiation and preparation of the merger contract. After the merger contract is signed, the organisations can begin the process of logistically merging together and transitioning their activities, clients and staff.
- (7) After the merger contract is signed, the last step is the winding up of the organisations which will no longer operate. It may be that 2 organisations merged or amalgamated to form an entirely new organisation, and so both organisations no longer operate and need to be wound up. Or, it may be that only 1 organisation needs to be wound up, because it has become part of the other organisation.

Key legal issues to consider

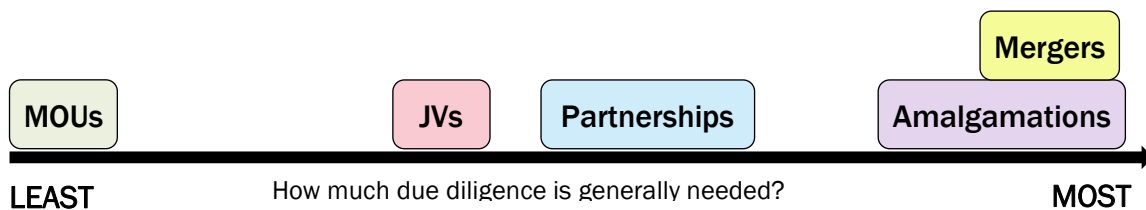
Due diligence

Depending on how closely the organisations are considering working together, the board or committee members should also think about whether or not they should agree to participate in a due diligence process, and how detailed that process will be.

'Due diligence' is simply a legal term to describe the process of organisations investigating each other by asking for certain information from each other. That information gets examined (usually by the lawyers working for each organisation), and any issues or potential problems that might jeopardise the proposal to work together, or that might affect a new organisation after a merger happens, are identified..

Due diligence typically involves:

- (1) each organisation asking for information and documents from the other (such as property information, contracts, employment information, etc.)
- (2) each organisation reviewing the information and documents provided by the other organisation
- (3) if either organisation has any questions about the information or documents provided, they ask those questions of the other organisation, and
- (4) when a lawyer is involved and is assisting an organisation with its due diligence, the lawyer will usually prepare a due diligence report for its client, setting out any issues or problems it has identified during due diligence.



Governance and culture

When you are thinking about working with another organisation, it is important to consider how the people within the organisations will work together, and how the purposes of your organisations align.

Think practically about how your organisations will work together:

- How will your employees and volunteers get along? How will you help them manage working together?
- How will you allocate resources to particular projects? Will there be gaps, or overlap? How will projects be run?
- What is the culture like in each organisation?
- If a new organisation is being formed, how will the new management team and committee be formed?
- If the organisations are working together but staying separate, how will management and the committees work together?

Membership is not affected when organisations considering working together are going to maintain separate organisations (as is the case for MOUs, partnerships and joint ventures). But in the case of amalgamations and mergers (and particularly if the organisations are becoming a new organisation), it is important to consider what will happen to each organisation's members.

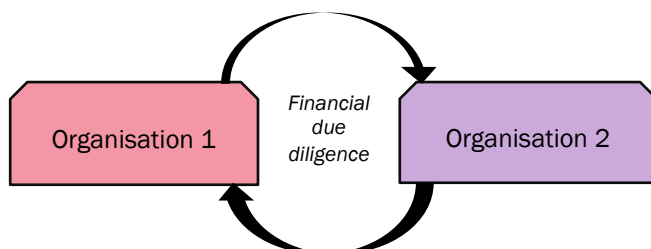
Contracts

Most organisations are involved in contracts of some kind, whether they are informal or formal, verbal or written down. If you are considering joining with another organisation to form a new organisation (through amalgamation or merger) it is important to know what contracts your organisation has signed, and what contracts the other organisation has signed. This kind of information can be shared during the 'due diligence' process.

You need to consider the effect that working with another organisation might have on the contracts your organisation has signed.

Finances and liabilities

If your organisation decides it wants to work with another organisation, you need to be sure that that both organisations are financially stable, and that they will be able to fulfil the commitments they are going to make.



Your organisation should review the other organisation's financial situation very carefully, particularly if you are relying on the other organisation to contribute funding to a project, or if you are considering merging or amalgamating with that organisation.

Think about:

- (1) Where does their funding come from?
- (2) Are their funding streams secured? Are there any conditions that apply to funding? Will these conditions affect plans to work together?
- (3) What assets do they have?
- (4) Do they have cash on hand?

It is also important to consider the liabilities the other organisation has, and whether they have the potential to cause problems for the new project, amalgamation or merger. Examples of liabilities include:

- (1) debts
- (2) employee entitlements
- (3) litigation or claims, and
- (4) tax bills or unpaid regulatory fees.

Tax and charity status

Tax concessions are granted to an organisation if it satisfies the requirements for the particular category of tax concession. A change in activities, objects or purposes may cause an organisation to no longer be eligible for a tax concession.

The merger of 2 or more organisations can trigger a legal requirement to pay tax.

A change in activities, objects or purposes may affect the charity/fundraiser registration of an organisation granted under State and Territory fundraising laws.

If your organisation changes its charitable purposes or activities when it merges or decides to work with another organisation, its entitlement to registration as a charity, or as a particular type of charity, will be reassessed by the ACNC.

Property

If your organisation, or the organisation you want to work with, owns, leases or uses real estate (that is, land and buildings), then you need to carefully think about how this will affect your plans to work together. Property issues are particularly important if organisations are merging or amalgamating, or if working together will affect property arrangements.

Things to think about include:

- (1) If you are merging or amalgamating, consider asking for property information in due diligence.
- (2) Where will the new organisation, or the new project, work or operate? Will working together require new property arrangements to be made? If so, how will that work?
- (3) Do any of the organisations have leases? How might they affect your plans? The terms of a lease often restrict a transfer of the lease, or termination of the lease.
- (4) Do any of the organisations own property? How might that affect your plans?

Intellectual property

Intellectual property (IP) is a very technical area of the law. When organisations decide they want to work together, many IP issues can arise: whether you are working together but maintaining separate organisations (such as in an MOU, partnership or joint venture), or where you are merging or amalgamating with another organisation to form one organisation.

Working together, but staying separate organisations

When organisations decide to stay separate, but work together (for example, signing a joint venture agreement to operate a new program), IP can be created – such as new logos, new websites, etc.

You need to think about who owns this new IP and who has the rights to use it. Using the above example, all IP issues should be documented in the joint venture agreement.

Working together (merging or amalgamating) to create a new organisation

When organisations merge or amalgamate, they each bring their own IP to the table. IP owned by the individual organisations may need to be transferred to the new organisation (this is usually done by a legal “assignment” of the IP rights to the new legal organisation). Also, each organisation should think about whether they use any IP owned by someone else (such as through a licence), and whether the new organisation also wants to use that IP. If so, you might need to get the consent of the person/organisation that owns that IP.

A new organisation also might create new IP, which needs to be protected.

Backend services

When 2 organisations combine their operations (for example, if they decide to merge or amalgamate), a number of practical issues can arise. They might need to combine business operations, computer systems, software and data.

- Staff may need to be trained in new programs
- Leases or contracts for equipment, council services, utilities, insurance and IT might need to be cancelled, updated or transferred

- A newly merged organisation might need to buy new software, sign new IT contracts and other leases and licences.

People

When considering working with another organisation, what happens to the people involved is one of the most important considerations. There are strict laws on how employees are dealt with when organisations amalgamate or merge, which must be followed closely.

Due diligence

This is especially important if organisations are merging or amalgamating. Before a merger or amalgamation happens, each organisation should understand whether there are any legal issues they might be taking on. If you are thinking about merging or amalgamating with an organisation which has employees, it is important that you know who makes up their workforce – particularly those employees who will transfer over to the new organisation. A good starting point is to examine the employees' employment terms and conditions to identify whether they are employed under a written contract, modern award, enterprise agreement (or combination)). You can usually ask for this information during the due diligence process.

Transferring employees

When organisations join together to merger or amalgamate, often there will be a transfer of employment for all or some of the employees of the individual organisations to the new organisation. There are strict rules for the transfer of employees. It is important to have an understanding of each employee's length of service and accrued entitlements (such as annual leave and long service leave) because these entitlements may need to be recognised if the employees are going to be transferred to a newly merged or amalgamated organisation if a 'transfer of business' takes place. It is not compulsory to transfer all employees, but if you choose to do so there are rules around recognition of service and leave.

Redundancies

This is a big risk when you are merging or amalgamating, and there is an overlap with staff. For example, if 2 organisations are merging or amalgamating, it is likely that both will have a CEO and management. When they are combined, there is likely to be overlap – you can't have 2 CEOs!

Redundancies can happen when:

- (1) an employee rejects an offer to transfer to the new organisation in circumstances where the offer:
 - is on terms and conditions which are not substantially similar to, and which are considered on an overall basis to be less favourable than, the terms and conditions they have with their current employer (either your organisation or the other organisation you are considering working with), and/or
 - does not recognise the employee's service with their current employer (either your organisation or the other organisation you are considering working with) as service with the new organisation for the purpose of redundancy pay entitlements, or
- (2) when the individual organisation winds up and is deregistered after the merger or amalgamation, staff that are not transferred are retrenched.

If an employee thinks they have been made redundant unfairly, they might bring an dismissal claim against their old employer, or the newly merged or amalgamated organisation that didn't transfer their employment properly, or at all.

Volunteers

A NFP organisation is likely to have volunteers that provide their time without an expectation of being paid and where no employment relationship exists. Organisations do not owe the same obligations to

their volunteers as they owe their employees. However, there might be a risk that some of your volunteers are actually employees.

Safety

Safety is very important, and there are strict laws that apply. The laws place duties and obligations on officers (which can include committee members, management and any person who makes decisions that affect the whole or a large part of the organisation), and if those duties and obligations are breached, there can be heavy penalties.

Safety liabilities and due diligence

Before you decide to work with another organisation, it is important for you to get an understanding of how compliant the other organisation is with safety laws, and – particularly in the case of a merger or amalgamation – if your organisation might be exposed to any safety issues the other organisation has.

Due diligence can be useful for investigating how compliant another organisation is - you can ask to see policies and procedures, and if any claims have been made against the organisation related to safety.

Good governance

If 2 or more organisations are merging or amalgamating to form a new organisation, it is important to establish good governance and comply with all safety laws from the very beginning.

Privacy and dealing with information

When you are considering working with another organisation on a project, it is likely that you will need to share information, possibly for only a set period of time. When 2 or more organisations decide to amalgamate or merge, then they will permanently share information. The act of sharing information between organisations can be covered by many laws, depending on the type of information that is shared.

The NFP Law Privacy Guide will assist you in working out how your organisation can comply with Australian privacy laws.

When organisations work together, such as on a joint project, the sharing of information involves 2 separate actions:

- (1) a disclosure by the organisation that first collected or held that information, and
- (2) a new collection by the other organisation that receives it.

The amalgamation or merger of 2 organisations can result in a ‘disclosure’ by the old organisation that originally collected or held that information and also a ‘collection’ by the newly merged or amalgamated organisation. Both the ‘collection’ and the ‘disclosure’ of information need to be looked at carefully by your organisation, as different rules apply depending on the type of information that is shared.

Personal information

Personal information can only be disclosed:

- (1) for the original purpose(s) for which it was collected
- (2) for any similar purpose that is related to the original purpose(s)
- (3) for any other purpose, but only if the individual whose personal information it is consents to the disclosure for that other purpose, or
- (4) in some other limited circumstances (such as where a court orders your organisation to disclose the information).

If your organisation collects personal information about an individual from another organisation, your organisation still has a legal obligation to take reasonable steps to notify or make the individual aware that your organisation has collected their personal information.

Health information

The same restrictions on the sharing of personal information will usually apply to the sharing of health information with other organisations. However, when sharing health information for a purpose that was not the main or primary purpose for collecting that information, that other purpose must be directly and closely related to the primary purpose.

Organisations that collect health information can only do so with the individual's consent and where the collection of that information is reasonably necessary for that organisation's functions or activities. Not-for-profit organisations can also collect health information if it is relevant for the activities of their organisation and the information is collected about the organisation's members or other individuals who have regular contact with the organisation in connection with its activities (such as that organisation's ongoing or regular clients).

Sensitive information

The same requirements for sharing, receiving and using health information also apply more generally to other types of sensitive information.

Confidential information

If your organisation has confidential information that it wants to share with another organisation, you should think about entering into a contract with the other organisation before sharing that information.

An organisation that receives confidential information only use that confidential information for the purpose(s) for which it was disclosed and must not further disclose that information without the permission of the disclosing organisation.

Activity 1: Memorandum of understanding (MOU)

Facts

Placedale Neighbourhood House Inc runs a broad range of activities for the Placedale community. Its 3 main programs are English as a second language classes; computer and digital literacy training; and activities for senior citizens of Placedale.

The board of Placedale Neighbourhood House becomes aware of a recently-established, small not-for-profit organisation called **Power Up Placedale Inc**. Power Up Placedale runs low cost computer classes for Placedale residents aged 65 and over, and for newly arrived migrants and refugees.

The two organisations meet together on 24 June 2016 and discover that their activities are very complementary and that they are both attempting to reach similar communities in Placedale. After some good discussion, the two groups decide they could help each other by:

- promoting the activities of the other organisation on their respective websites;
- applying for a Placedale City Council grant (due on 30 June) in order to bring an expert trainer to Placedale to provide further training to volunteer computer tutors of both organisations; and
- considering the possibility of making joint applications for funding to philanthropic foundations to help fund more computers for both organisations.

Group activity

1. Do you think an MOU is appropriate for this situation? What other options would be available to the organisations?
2. If an MOU is used, discuss some of the issues that should be covered in the MOU.

Activity 2: Auspicing

Facts

Let's Study is a small study group formed by parents in the town of Placedale to advance their children's educational development through informal tutoring sessions.

The group currently holds its sessions in a local school hall, free of charge – however this space will soon become unavailable due to renovations. Let's Study has found a fantastic meeting space owned by the Placedale City Council that they want to use, however Placedale City Council requires all groups using the venue to have at least \$5 million in public liability insurance.

The parents running Let's Study do not have the resources and time to incorporate Let's Study or the funds to take out public liability insurance.

They approach the board of the **Placedale Neighbourhood House** and ask if the board will consider Placedale Neighbourhood House auspicing Let's Study so that they can be covered by Placedale Neighbourhood House's insurance and hire the council venue.

Group activity

- **Group A (Let's Study)**

List the key questions that you would ask Placedale Neighbourhood House (including any documents that you would ask to see) before entering into an auspicing arrangement.

- **Group B (Placedale Neighbourhood House)**

List the key questions that you would ask Let's Study (including any documents that you would ask to see) before entering into an auspicing arrangement.

List of legislation mentioned

All Victorian legislation can be found at www.legislation.vic.gov.au

- *Associations Incorporation Reform Act 2012* (Vic)
- *Partnership Act 1958* (Vic)
- *Occupational Health and Safety Act 2004* (Vic)

All Commonwealth legislation can be found at www.comlaw.gov.au

- *Corporations Act 2001* (Cth)
- *Fair Work Act 2009* (Cth)
- *Privacy Act 1998* (Cth)

Another website you can look up legislation for both Victorian and Commonwealth laws is www.austlii.edu.au

Further resources

Below we have highlighted the key resources you might wish to read on topics mentioned during today's training:

In the Working with other organisations section: www.nfplaw.org.au/workingwithothers

- Resources on all the topics discussed in today's training

In the Running the organisation section: www.nfplaw.org.au/runningtheorg

- General resources on who runs and organisation, governance, rules, holding meetings etc.

In The people involved section: www.nfplaw.org.au/people

- General resources about employment and related laws

In the Insurance and risk section: www.nfplaw.org.au/riskinsurance

- NFP Law Guide: Insurance and risk management for community organisations
- NFP Law Guide: Victoria's Occupational health and safety laws

In the Tax section: www.nfplaw.org.au/tax

- NFP Law Guide: Deductible Gift Recipient Endorsement
- General resources about charity tax concessions

Other legal training by Not-for-profit Law

Not-for-profit Law (NFP Law) is a legal program of a not-for-profit community organisation, Justice Connect.

NFP Law is regularly engaged by local councils and peak bodies to provide legal training for community organisations they work with or support. We also provide in-house training for individual community organisations.

Our lawyers are experts in not-for-profit and charity law and have experience in providing plain-language legal training to community groups across Victoria and New South Wales.

The topics we offer in 2016 include:

- Setting up and running a community organisation
- Legal duties of board and committee members
- Understanding Victoria's incorporated association laws
- Understanding your organisation's constitution or rules
- Safety risk and insurance for community organisations
- Legal issues in managing volunteers
- Social enterprises and the law
- Top legal tips for your community organisation
- Working with other organisations: from MOUs to mergers
- Recent changes to laws affecting community organisations (this can be tailored to focus on the ACNC, privacy, mergers or amalgamations or other topics as requested by client)
- Recent cases in not-for-profit and charity law
- Board inductions for community groups

To find out more about each training topic, see: www.justiceconnect.org.au/nfplaw/customtraining. You can also read more about our lawyers, our training FAQs and our training bookings, terms and prices page.

If you have further questions or would like to book training, please do not hesitate to contact us on:

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