



***Enabling the wellbeing of male survivors of sexual violence***

## **1 PARTIES**

This Agreement is between:

**Tautoko Tāne Aotearoa | Male Survivors Aotearoa ("TTA/MSA")**, a registered charitable trust representing the national interests of its member organisations and providing a national voice for male survivors of sexual violence in Aotearoa, New Zealand, and

**Organisation Name ('the Member')**, a charitable trust, providing support services to male survivors of sexual violence in the [TBC] region of Aotearoa, New Zealand.

## **2 PURPOSE and INTENT**

***All male survivors of sexual violence have access to a sustainable national network of appropriate high-quality support services***

The purpose of this Agreement is to enable and encourage national cohesion of support services for male survivors of sexual violence in New Zealand by defining the rights, obligations, and responsibilities of TTA/MSA and its member organisations ('TMO') and thus providing a mechanism for achieving national alignment and coordination of support services and assuring national service quality.

TTA/MSA was formally constituted in October 2015 with the lodgement of a National Trust Deed approved by the following organisations and signed by their duly appointed representatives as the founding Trustees:

- Better Blokes Auckland Inc.
- Male Support Services Trust Waikato
- Male Survivors Canterbury (previously Male Survivors of Sexual Abuse Trust Christchurch)
- Male Survivors Otago (previously Male Survivors of Sexual Abuse Trust Otago)

Since formation the following organisations have become member organisations:

- The Male Room Inc. (Nelson)
- Male Survivors Wellington (The Road Forward Trust)
- Male Survivors Bay of Plenty Trust
- Tautoko Tāne Taranaki Trust
- Tautoko Tāne Tai Tokerau Trust
- Tautoko Tāne Hawkes Bay (Dove Hawkes Bay)
- Te Hokai Tautoko Tāne Tairāwhiti (Tauāwhi Men's Trust)

For TTA/MSA to operate as an effective national organisation requires the development and maintenance of appropriate national policies, protocols, guidelines, and frameworks to assure the quality and consistency of support services provided to male survivors of sexual violence across Aotearoa.

The implementation of a national service framework is also essential for the development of an appropriate Government funding framework to sustain the national organisation and enable member organisations to progressively increase access by male survivors of sexual violence to appropriate high-quality support services.

The expectation is that all TTA/MSA member organisations will accrue the benefits of compliance with the national policies and alignment of their procedures and practices with the national protocols, guidelines, and frameworks.

### 3 DEFINITIONS

**Admissions Framework** means the TTA/MSA policy that guides the assessment and approval of an organisation for admission as a TMO.

**Approved Services** means the support services provided by a TMO to male survivors of sexual violence that are endorsed by TTA/MSA and described in Schedule A to this Agreement.

**Confidential Information** means all confidential and proprietary information including all organisational and/or survivor data.

**Intellectual Property** means the name Tautoko Tāne Aotearoa / Male Survivors Aotearoa ("TTA/MSA") and any logo or trademark representation of the name; all TTA/MSA membership mailing, telephone, fax, and electronic mail lists; any proprietary information and materials of TTA/MSA including but not limited to all National Policies, Protocols, Guidelines and Practice/Service Frameworks and Education Programmes.

**Male Survivor** means a person identifying as a male who has experienced sexual, emotional, psychological, physical, or family violence, abuse, or harm.

**National Policies** are policies approved by the Board of TTA/MSA from time to time as applicable to all TMO and which are published on the TTA/MSA website [ [Tautoko Tāne Policies](#) ] and listed in Schedule C to this Agreement.

**National Protocols, Guidelines and Practice/Service Frameworks** are protocols, guidelines and service frameworks approved by the Board of TTA/MSA from time to time that are intended to align TMO operating procedures and practices with recommended best practice and which are listed in Schedule C to this Agreement.

**National Education Programmes** are residential and online education and training programmes developed by TTA/MSA to enable and support policy and practice compliance.

**National Reporting Frameworks** are reporting formats and frameworks approved by the Board of TTA/MSA from time to time for the purpose of gathering national data to enable and support national advocacy for the benefit of TTA/MSA and all TMO.

**National Trust Deed** means the TTA/MSA trust deed, as published on the TTA/MSA website [ [TTA/MSA Trust Deed](#) ] and included as Schedule D to this Agreement.

**Other Services** mean those services to be provided by a TMO that are not endorsed by TTA/MSA as Approved Services and are described in Schedule B to this Agreement.

**Strategic Agenda** means the TTA/MSA three-year strategic plan that is revised annually by the TTA/MSA Trustees and in consultation with TMO's.

**TMO (TTA/MSA Member Organisation)** means any organisation that has an approved Membership Agreement with TTA/MSA.

## 4 AGREEMENT

### National Trust

***A national trust committed to enabling and supporting a national network of affiliated, aligned, regionally based and autonomous member organisations providing quality support services to male survivors in Aotearoa.***

#### 4.1 The Member agrees to embrace, observe, and support the following objectives of the TTA/MSA Trust Deed:

- a. To promote services for male survivors, with the support of professionals and others if and when required;
- b. To act as a national voice on all matters relating to male survivors of sexual violence and their families and significant others;
- c. To aid and assist the development of new TTA/MSA Member Organisations (TMO), in line with authorities granted by the Board of Trustees and in accordance with available resources;
- d. To aid and assist existing TMO's, providing support with funding, training, resource development, information, and networking, in line with authorities granted by the Board of Trustees and in accordance with available resources;
- e. To distribute national funding among TMO's and other organisations providing services to male survivors of sexual violence and their families and significant others;
- f. To act as a representative, applicant, and funding recipient for national funding for TMO's with funders approved by the Board of Trustees;
- g. To coordinate the sharing of skills, knowledge, resources, and training between TMO's; and

- h. To engage in any other charitable activities which the Trustees consider necessary or desirable to support male survivors of sexual violence in Aotearoa, New Zealand.

**4.2 The Member agrees to use their best endeavours to contribute to the development of TTA/MSA including but not limited to:**

- Participating in the development of the TTA/MSA Strategic Agenda and supporting the implementation of Strategic Agenda initiatives;
- Assisting as reasonably required with the development of National Policies, Protocols, Guidelines and Practice/Service Frameworks;
- Supporting and encouraging participation in TTA/MSA National Education Programmes; and
- Participating in national projects as appropriate.

**4.3 Subject to the provisions of the National Trust Deed, TTA/MSA shall facilitate equitable Member representation on the Board of TTA/MSA by:**

- The appointment of suitably qualified and experienced directors or trustees of the Member as trustee Board members of TTA/MSA; or
- In consultation with the Member, the appointment of an existing trustee Board member of TTA/MSA to act as the Member's representative.

**4.4 During the term of this Agreement the Member shall:**

- Provide the Approved Services via a service line branded as **Tautoko Tāne [Regional Name]**, which shall have a distinct regional presence with a suitably branded and distinct website presence and appropriately branded social and print media services marketing collateral that will reference the services association with TTA/MSA as "A member organisation of Tautoko Tāne Aotearoa";
- Reference their membership of TTA/MSA on their website as "A member organisation of Tautoko Tāne Aotearoa"

[Refer Schedule E; Approval Conditions]

## Admission Requirements

***Building a robust, capable, and effective national organisation by quality assuring the admission of member organisations who share our purpose and have the potential to contribute to our ambition for the future***

**4.5 The admission of any organisation as a Member Organisation of TTA/MSA (TMO) is subject to the provisions of the TTA/MSA Admissions Framework:**

- The application of the framework may result in the organisation being approved for admission subject to the completion of certain actions and/or the fulfilment of certain conditions within a timeframe agreed with the applicant organisation.

- Where the Board of TTA/MSA agree that the admission of the Member as a TMO shall be approved subject to the completion of certain actions and/or the fulfilment of certain conditions, those actions and conditions and the timeframes for their completion and/or fulfilment shall be included as Schedule E to this Agreement.

## Services and Service Quality

### *Enabling and supporting member organisations to achieve better outcomes for survivors by quality assuring their support services*

#### **4.6 The Member shall use their best endeavours to provide appropriate, high quality support services to male survivors.**

- The Member shall provide male survivors with access to survivor support services endorsed by TTA/MSA, which are described in Schedule A to this Agreement (the 'Approved Services'), shall be performed to a high standard by appropriately qualified and experienced people.
- The endorsement by TTA/MSA of any survivor support services to be provided by the Member as Approved Services shall have due regard to the particular circumstances of the Member including their capability and capacity to provide the services, the appropriateness of the services to meet the particular needs of their regional or local survivor community.
- The Member may provide services other than the Approved Services provided that, in the opinion of TTA/MSA, the provision of those Other Services, which shall be described in Schedule B to this Agreement, does not conflict with, or have a material adverse impact on the provision of, the Approved Services.
- TTA/MSA shall use its best endeavours to enable and support the MMO to improve their survivor support services by facilitating access to relevant best practice service protocols and guidelines and supporting participation in an appropriate national education, training and qualification programmes.

#### **4.7 TTA/MSA shall have the right to review the Approved Services.**

- TTA/MSA shall have the right to review the Approved Services to ensure that they comply with National Policies; are appropriately aligned with the National Protocols, Guidelines and Frameworks; and identify opportunities for learning and improvement; provided that TTA/MSA:
  - Provides reasonable notice of their intention to review the Approved Services;
  - Ensures that the review is conducted in a professional manner by appropriately qualified and experienced people;
  - Provides a timely report to the Member about the review findings that describes any instances of non-compliance and/or non-alignment and recommends corrective action; and

- Has due regard to the particular circumstances of the Member, and any non-compliance and/or non-alignment risks, in determining a reasonable timeframe for the completion of any recommended corrective action.

## National Policies, Protocols and Guidelines

### ***Providing access to best practice frameworks that enable and support member organisations to offer high quality support services***

#### **4.8 The Member shall comply with all National Policies; and ensure that their operating procedures and practices are aligned with the National Protocols, Guidelines and Practice/Service Frameworks.**

- TTA/MSA shall facilitate, in consultation with TMO's, the development of best practice National Policies, Protocols, Guidelines and Practice/Service Frameworks that are designed to enable and support the delivery of high-quality survivor support services.
- Following the approval of this Membership Agreement or the issuance of any National Policies, Protocols, Guidelines and/or Practice/Service Frameworks, and having due regard to the circumstances of the Member, TTA/MSA shall determine in consultation with the Member:
  - Reasonable timeframes for achieving Member compliance with the National Policies or alignment with the National Protocols, Guidelines and/or Practice/Service Frameworks; and
  - The acceptable degree of alignment between the National Protocols, Guidelines and/or Practice/Service Frameworks and the Member's operating procedures and/or practices.

## Communication and Reputation

### ***Working with member organisations to build a cohesive national network that presents a positive public profile for the male survivor community***

#### **4.9 TTA/MSA will use its best endeavours to ensure that the Member is kept fully informed about:**

- All matters that are relevant to the development, implementation and sustainability of appropriate survivor support services including but not limited to relevant local and international publications, research papers, sector best practice development and educational opportunities;
- All matters that are relevant to the Member's participation as a TMO, including but not limited to any changes in national policies, protocols, guidelines and/or practice/service frameworks and any relevant funding arrangements;
- Any matters of national concern that could present a substantive risk for the Member's local operation, profile, or reputation; and
- Any matters that could materially affect the terms and conditions of this Agreement.

**4.10 The Member will use its best endeavours to ensure that TTA/MSA is kept fully informed about;**

- Any opportunities for increasing survivor access to support services and/or improving the quality of those services;
- Any opportunities for improving the national policies, protocols, guidelines and/or practice/service frameworks and/or facilitating their positive application;
- Any matters that may affect the Member's participation as a member organisation of TTA/MSA including but not limited to the Member's ability to provide the Approved Services;
- Any matters that could present a significant reputational risk for TTA/MSA and/or any other TMO; and
- Any matters that could affect compliance with the terms and conditions of this Agreement.

**4.11 TTA/MSA will provide a national voice for its member organisations and the national survivor community.**

- TT/MSA will advocate nationally on behalf of survivors, facilitating representation for Members on national and international forums and committees and facilitating a national response to significant national policy and/or operational issues affecting TTA/MSA, TMO's and/or the New Zealand survivor community.
- The Member will not, without the express permission of TTA/MSA, comment on any significant TTA/MSA national policy and/or operational issues affecting TTA/MSA, its MMO's and/or the survivor community.
- The Member will provide a regional and/or local voice for survivors and advocate on their behalf provided that:
  - The Member exercises sound judgment in determining that the nature of any regional or local policy or operational issue affecting Members and/or the survivor community does not warrant reference to TTA/MSA for a national response; and
  - TTA/MSA is informed about any communications issued, opinions expressed by the Member in a public forum and/or reported in the media that relate to TTA/MSA and/or any MMO and/or any TTA/MSA policy or operational matters.

**Information & Reporting**

***Building a national information database to inform national and regional development strategies, inform and support research opportunities and facilitate the procurement of sustainable funding***

**4.12 The Member shall comply with the requirements of the National Reporting Frameworks.**

- The Member shall procure and report, in a timely manner and in the format prescribed, such information about their organisation and its services as determined by the Board of TTA/MSA from time to time provided that:
  - The provision of such information does not breach any privacy rights or obligations of the Member or the survivors they support; or any confidentiality Agreements to which the Member or the survivors they support are a party
  - In making requests for information TTA/MSA shall have due regard to the particular circumstances of the Member and may agree to vary the information requirements to recognise information procurement and/or reporting issues including compliance costs.
- Subject to any privacy or confidentiality requirements, TTA/MSA will, on request, provide the Member with access to any information held by TTA/MSA that has been provided by the Member, or has been procured from other sources, and is about the Member's organisation, its services, its people, or its operational performance.

## Intellectual Property and Confidentiality

### ***Protecting the intellectual property of TTA/MSA and assuring the confidentiality of shared information***

#### **4.13 The Member shall have limited authority to use the Intellectual Property of TTA/MSA:**

- The Member may use the Intellectual Property solely in connection with the provision of services to survivors and any activities authorised under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, or subsequently provided to the Member by TTA/MSA.
- The Intellectual Property is and shall remain at all times the sole and exclusive property of TTA/MSA.
- The Member shall use the Intellectual Property in a professional manner and solely for the purposes of supporting survivors. The Member shall not permit any third party to use the Intellectual Property without TTA/MSA express permission.
- The Member shall not revise or alter in any way the name or any logo or trademark of TTA/MSA (the Marks) and shall display the name, logo or trademark in the form provided by TTA/MSA. The Member shall not use the Marks in conjunction with any other marks without the express permission of TTA/MSA.

#### **4.14 The parties to this Agreement shall maintain the confidentiality of all Confidential Information and data of the other party.**



- The parties also shall take all reasonable steps to ensure that no use, by themselves or by any third parties, shall be made of the other party's Confidential Information without the other party's consent.
- The Confidential Information shall remain the property of each party and shall be considered to be furnished in confidence to the other party, when necessary, under the terms of this Agreement.
- Upon any termination of this Agreement, each party shall:
  - Deliver immediately to the other party all Confidential Information of the other party, including but not limited to all written and electronic documentation of all Confidential Information, and all copies thereof;
  - Make no further use of the Confidential Information; and
  - Make reasonable efforts to ensure that no further use of it is made by either that party or its officers, directors, employees, agents, contractors, or any other person or third party.
- Each party's confidentiality obligations under this Agreement shall survive any termination of this Agreement.

## Term and Termination

### ***Assuring the ongoing integrity and reputation of TTA/MSA and the Member by providing opportunities to terminate this Agreement***

#### **4.15 This Agreement shall continue from the date of approval by TTA/MSA and the Member until it is terminated in accordance with the following provisions:**

- This Agreement may be terminated by the Member giving TTA/MSA three months' notice in writing of their intention to terminate.
- This Agreement may be terminated by TTA/MSA:
  - Giving the Member three months' notice in writing of their intention to terminate provided that such notice is supported by a special resolution of the Board of TTA/MSA made in accordance with the provisions of the TTA/MSA Trust Deed; or
  - Upon the Member failing, within the agreed timeframes, to complete the conditions or fulfil the requirements for admission as specified in Schedule D to this Agreement.
  - Upon the Member committing a serious breach of the terms and conditions of this Agreement as provided in clause 4.8.4 below.
- Termination of this Agreement due to the Member committing a serious breach of the Agreement terms and conditions shall be at the absolute discretion of TTA/MSA provided that:
  - TTA/MSA has provided the Member notice in writing that a serious breach has been committed, providing reasonable evidence that the breach occurred and giving the Member reasonable opportunity to act to remedy the breach; and

- In the opinion of TTA/MSA, the Member has failed within a reasonable timeframe to remedy the notified breach.
- This Agreement will be terminated immediately upon the occurrence of any of the following events:
  - The Member ceases to provide the Approved Services;
  - The Member organisation becomes insolvent;
  - The Member organisation is acquired by or merged with another organisation which is not party to an approved membership Agreement with TTA/MSA;

## Complaints

***Ensuring that any complaints about the operations of TTA/MSA and/or any member organisation are appropriately resolved to minimise harm to any survivors involved and in a manner that mitigates any reputational risk.***

### **4.16 The primary responsibility for dealing effectively with complaints shall rest with the organisation (TTA/MSA or TMO) which is the focus of the complaint.**

- Any complaints about a Member's policies and/or operational matters received by TTA/MSA, shall in the first instance be communicated to the relevant TMO for resolution in accordance with their Complaints Policy and/or Employment Policies if relevant.
- Any complaint about TTA/MSA policies and/or operational matters received by a TMO, shall in the first instance be communicated to the TTA/MSA for resolution in accordance with their Complaints Policy and/or Employment Policies if relevant.
- Where any complaint received by a TMO has the potential to present a national reputational risk, the TMO will advise TTA/MSA accordingly and keep TTA/MSA apprised of resolution progress.
- Where any complaint received by TTA/MSA has the potential for any operational or reputational impacts for any TMO, TTA/MSA will advise the relevant TMO(s) accordingly and keep them apprised of resolution progress.
- Where any complaints involve survivors, whether staff or clients, every effort will be made by TTA/MSA or the TMO involved to affect a resolution outcome that, as far as practicable, minimises any harm to the survivor(s) involved.
- Where any complaint received by TTA/MSA is referred to a TMO for resolution, depending on the nature of the complaint, TTA/MSA may require the TMO to provide updates on resolution progress.
- Where any complaint received by TTA/MSA and referred to a TMO for resolution, which in the opinion of TTA/MSA, has the potential for presenting a national reputational risk, and the complaint has not been resolved within a reasonable timeframe and/or results in another related complaint, TTA/MSA,

following appropriate consultation with the TMO, may require the TMO to adopt a specific resolution pathway.

General

- **Assignment:** This Agreement cannot be assigned by the Member to any other party without the express permission of TTA/MSA.
- **Disputes:** Any disputes arising out of or related to this Agreement, or any breach thereof, shall in the first instance be referred to the Board of TTA/MSA for consideration and resolution. If the Board is unable to resolve the dispute it will be referred to a suitably qualified and independent authority for settlement by arbitration.

5 APPROVAL

Organisation Name

This Agreement has been approved by the Board of [Name].:

Board Member Names	
Signatures	
Date	

Tautoko Tāne Aotearoa / Male Survivors Aotearoa

This Agreement has been approved by the Board of the Tautoko Tāne Aotearoa Trust:

Trustee Names	
Signatures	
Date	

## 1 SCHEDULES

### *SCHEDULE A: APPROVED SERVICES*

For male survivors and their families/whanau:

- Peer Support Services (remote and face-to-face)
- Peer Support One-on-One Services
- Peer Support Group Services
- Client Advocacy Services
- Male Survivor / Whanau support Services
- Counselling Services
- Social Work Services

### *SCHEDULE B: OTHER SERVICES*

As listed below: TBA

### *SCHEDULE C: NATIONAL POLICIES, PROTOCOLS, GUIDELINES & SERVICE/PRACTICE FRAMEWORKS*

1. **Policies** as listed on the national website:  
<https://tautokotane.nz/resources/information/our-policies/>
2. **Purposeful Peer Support Guidelines** as listed on the national website:  
[\[https://tautokotane.nz/wp-content/uploads/2023/06/TTA-Peer-Support-Guidelines-1.6-06.23.pdf](https://tautokotane.nz/wp-content/uploads/2023/06/TTA-Peer-Support-Guidelines-1.6-06.23.pdf)
3. **Frameworks & Education Programmes:**  
Purposeful Peer Support Aotearoa: Foundations, Principles & Practice, Peer Support Groups, Reflective Practice, with associated education & training programmes.  
**Note:** These Frameworks and Programmes are now provided through The Purposeful Peer Support Aotearoa Trust – a charitable trust controlled by TTA/MSA

### *SCHEDULE D: NATIONAL TRUST DEED*

As shown on national website - Governance Policies; Trust Deed

<https://tautokotane.nz/wp-content/uploads/2019/10/MSA-Trust-Deed-15.05.2017.pdf>

## SCHEDULE E: APPROVAL CONDITIONS

### Policies

The Member is required to comply with all relevant TTA/MSA operating policies and peer support guidelines. To assure TTA/MSA that the Member's Trustees have approved and adopted these policies, the member will provide TTA/MSA with a duly executed resolution of the Member's Board to that effect.

### MSD Funding Agreement

The provision of the Approved Services is intended to be primarily funded by way of a funding agreement between MSD and the Member, which has been procured by TTA/MSA, and will be sustained by the Member in collaboration with TTA/MSA.

The intention of this Membership Agreement is that this funding agreement will provide, inter alia:

- That the funds provided are fully utilised to enable the provision of the Approved Services provided that the Member will require reimbursement of reasonable administrative costs incurred in enabling the provision of the Approved Services;
- That the funding outcomes agreed are consistent, in principle, with other funding agreements between MSD and other TTA/MSA Member Organisations (MMO's) for the provision of the Approved Services; and
- That the member ensure that the Approved Services are provided through a distinct entity as intended in Clause 4.1.4.

Sustaining this agreement will require the Member to achieve MSD Level2 Accreditation. It is a condition of this agreement that this Level2 accreditation is achieved within six months of signing the MSD funding agreement.

### Trust Balance Date

While not a requirement of this Agreement it would be convenient for funding and reporting reasons if the Member's annual balance date was June 30.

### Distinct and Visible Service

The Member will ensure that the Approved Services are a visible and distinct service provided by [Name] and are not compromised or in conflict with any other services that may be provided by the Member, noting that such other services will in any event require the approval of TTA/MSA.

### Information & Reporting

The Member acknowledges that the Organisation Name is required to report to TTA/MSA regarding the provision of the Approved Services and that this will be achieved by establishing an appropriate case management system<sup>1</sup> with an appropriate activity coding schema to enable compliance with TTA/MSA information reporting requirements.

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<sup>1</sup> TTA/MSA recommends and support the **Exess case management system** which utilises an appropriate activity coding schema. TTA/MSA enables and supports the implementation of Exess as required.

Other Approval Conditions:

- Any special conditions relating to the membership of the **Organisation Name**