

Letter of Agreement

DARE Foundation of New Zealand and New Zealand Police

1. This letter of agreement (LOA) affirms the relationship between New Zealand Police (Police) and the DARE Foundation of New Zealand (DFNZ).
2. It is of note that Police and DFNZ have operated under a memoranda of understanding that recognises DFNZ as a separate and stand alone entity from Police.
3. Although Police and DFNZ are separate and independent organisations they have worked together in partnership for many years with the community to promote, support and implement DARE and other pro-social education programmes to young people in school settings.
4. The Parties recognise that each Party has made a differing level of contribution to the development of respective DARE programmes in New Zealand.
5. Police acknowledge the leadership role of DFNZ in developing and promoting community support for DARE programmes throughout New Zealand.
6. This letter of agreement sets out agreements regarding how the parties operate in partnership but recognises the need for each party to set their own direction.
7. Ownership and copyright
 - i) The following programmes and associated materials remain the property of Police:
 - (1) DARE To Make A Choice
 - (2) DARE To Drive To Survive
 - (3) Tēnā Kōwhiria
 - (4) Reducing the Harm
 - ii) The following programmes and associated materials remain the property of DFNZ:
 - (1) DARE To Support Your Kids
 - (2) DARE To Be You
 - (3) DARE To Move On
8. The DARE brand, associated markings and intellectual properties remain the property of DFNZ. Any use of the DARE logo or other DARE markings by Police must be subject to specific approval by the Chairperson of DFNZ.
9. The Police brand, associated markings and intellectual properties remain the property of Police. Any use of the Police logo or other Police markings by DFNZ must be subject to specific approval by Police.

10. The Parties agree to co-operate, wherever possible, within the following guidelines:
- a) DARE:
 - i) The role of DARE Societies is to encourage community support for DARE programmes and to take initiatives within their communities that promote sensible life style choices. This may from time to time require consultation with Police Youth Education Service.
 - ii) DARE Societies will not solicit or make commitments on behalf of Police but may refer requests for Police service to their local Police Youth Education Service.
 - iii) DARE Societies and DARE Support Committees will not interfere with Police operations.
 - iv) At the national level communications between DFNZ and Police shall be through the Chairperson of DFNZ and the National Manager: Youth Services. At the local level communications between Police Education Officers (PEO's) and DFNZ shall be through the respective Societies.
 - b) Police:
 - i) The role of PEO's is to promote and deliver, in partnership with schools, education programmes and services that have been approved for school delivery by the National Manager: Youth Services.
 - ii) PEO's may only promote and endorse education programmes and services approved for such support by the National Manager: Youth Services.
 - iii) To support the functioning of DARE Societies and Support Committees and to ensure no conflict of interest occurs, from 30 June 2009, Police staff shall not Chair or be Treasurer of DARE Societies or Support Committees. Police members on DARE Societies or DARE Support Committees shall abstain from decision making processes relating to funding, fundraising or support that societies and support committees from time to time seek to provide Police.
 - iv) Police may provide curriculum advice on the development of classroom DARE programmes to ensure those programmes meet the educational requirements contained in the Ministry of Education Curriculum Framework. Such advice shall not be deemed as an endorsement or promotion of that programme.
 - v) Police may provide accommodation and support for the national office of DFNZ as determined appropriate by the Commissioner of Police.
 - vi) Police may at the request of DFNZ provide, through the National Manager: Youth Services, an advisor to the Board of Trustees of DARE NZ.
11. The Parties agree to act in good faith and to not engage in activities that may bring disrepute to the other. The parties affirm their commitment to joint media strategies wherever appropriate and agree to consult on matters of mutual interest. In furthering this commitment the parties affirm to consult on any action that may directly affect the other.
12. Any issue or dispute between Police and DFNZ shall be resolved at the earliest opportunity at a local level. Matters that remain unresolved or need adjudication may be referred to the National Manager: Youth Services or the Chairperson of the DARE Foundation of New Zealand. If agreement cannot be reached within a reasonable time frame, the matter may be referred, in writing, to the Commissioner of Police for resolution.

13.Nothing in this Letter of Agreement is intended to create legal relations between the parties and neither party will be liable for the actions of the other.

14.This Letter of Agreement is subject to Cabinet directives and any lawful enactment.

15.Either party may terminate this Letter of Agreement without cause by providing 14 days written notice to the other party.

16.This Letter of Agreement commences on the date it is signed below and will be reviewed no later than two years from that date.

Signed on this 6th day of December 2008.

Chairperson DARE Foundation of New Zealand

Commissioner of Police / or
nominated representative