



## License Agreement between Northern Rivers NILS™ and Member Organisations

Date:

Organisation:

Address:

Town:

Postcode:

Phone:

Fax:

Email:

Postal Address:

The above organisation applies for membership of Northern Rivers NILS and agrees to comply with the policies, procedures and guidelines governing membership. It is understood that these documents may be amended from time to time by the Board.

I/we confirm that the information set out in the following attachments is accurate and current

- Certificate of incorporation
- Organisation's role, vision and objectives
- Office locations (if applicable)
- Only Staff or Volunteers trained as Loan Interview Officers will carry out loan Interviews
- Details of public liability insurance.

I/we agree to inform Northern Rivers NILS of any changes to the above information and forward amended copies to the NRNILS Coordinator.

Signed for NRNILS:

Name:

Signed for the Organisation:

Name:

## **Member Organisation License Agreement - Terms and Conditions**

Definitions in this agreement, unless agreed otherwise:

“Board” is the committee of management of NRNILS appointed by Lismore Neighbourhood Centre Inc.

“Loans Committee” is the entity designated to review loan applications and approve or reject the loan applications submitted to NRNILS under the policies, procedures and guidelines of the scheme. The Loans Committee is made up of staff and volunteers from Member Organisations as approved by Lismore Neighbourhood Centre Inc.

“Member” means an Organisation whose application for membership of NRNILS has been accepted in accordance with Clause 2 and which has agreed to be bound by these conditions.

“No Interest Loans” means an interest free loan for people on low incomes in the NSW Northern Rivers Region for the purchase of essential items.

“NRNILS Coordinator” is the person appointed by Lismore Neighbourhood Centre Inc to manage the scheme.

“NRNILS” is Northern Rivers No Interest Loans Scheme auspiced by Lismore Neighbourhood Centre Inc.

“Organisation Interview Officer/Loan Interview Officer” means an Organisation staff member and/or volunteer who interview loan applicants.

## **2. Membership**

The Board, may, on the recommendation of the Network Coordinator, accept applications for membership from organisations but is under no obligation to accept such a recommendation.

An organisation applying for membership must agree to be bound by these conditions and must forward to the NRNILS Coordinator details of its legal status and public liability insurance cover.

The Board will ensure that all applications for membership are finalised within two months of the date on which they are received.

If businesses or other benefactors want to donate funds to the loan pool or administration costs for NRNILS but request that these be expended within a defined

area or for a specific class of loan recipients NRNILS will have the option of accepting such funds and quarantining their use to comply with the donor expectations. The Member agrees that it will not approach the NSW State Government, the Commonwealth Government or National Australia Bank for NRNILS funding,

### 3. Membership Obligations

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NRNILS membership will be open to Organisations which:

- Are incorporated not-for-profit organisations or
- Are non incorporated groups auspiced by an incorporated not-for-profit organisation or
- Are public or private companies, government agencies or local government instrumentalities
- Provide community services
- Are willing to be bound by the principles, aims and objectives of NRNILS
- Can effectively operate the scheme with appropriately skilled staff or volunteers
- Have strategies for referral of unsuccessful or ineligible applicants to appropriate assistance
- Can conduct interviews with respect and understanding of the values of applicants
- Maintain the confidentiality of information obtained from loan applicants
- Conduct assessments that are not influenced by an applicant's age, gender, disability, sexuality, race, political or religious beliefs.

### 4. Member Fee

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Members will be charged a one-off membership fee of \$1.10 (inc GST).

### 5. Administration of NRNILS

The Member will adhere to NRNILS processes for each aspect of the loan application including application and completion of agreements.

The Member will be responsible for the following steps:

- Accepting initial inquiries
- Loan interviews including assisting clients with the completion of relevant forms
- Maintenance of NILS enquiries statistics
- Setting and publicising conditions (if any) imposed by the Member as to the maximum number of loans available for processing or class of potential applicants
- Forward completed applications/ forms to NR Nils central office

The Member accepts that NRNILS will be responsible for following steps;

- Assessment of the loan application by the Loans Committee
- Variations of the loan agreement
- Appeals/complaints assessment
- Mail Correspondence to applicant

## 6. Terms of Membership

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Unless terminated earlier in accordance with Clause 7, membership will be for a period of three years, commencing on the date on which application for membership is accepted in accordance with Clause 2. To ensure continuity for clients to the NILS Network of Northern NSW, Members are encouraged to reapply for membership at least two (2) months before the term of the current membership is due to expire.

## 7. Termination

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Membership of the NRNILS will terminate if:

- A Member breaches the obligations set out in Clause 3; the Board may terminate membership of NRNILS with seven (7) days prior written notice.
- A Member may terminate membership at any time by written notice to NRNILS.

## 8. Dispute Resolution

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In the event of a dispute between a Member and NRNILS, the Member and the NRNILS Coordinator will negotiate to resolve the dispute.

If following discussions the parties are unable to agree, the dispute will be referred to the Board, which may invite written submissions from the Member and the NRNILS Coordinator.

For the purposes of this Clause 8, the decision of the Board will be final.