

Co-operation agreement
Between
Deaf Aotearoa New Zealand (DANZ)
And
Sign Language Interpreters Association of New Zealand (SLIANZ)



1. Introduction

This Co-operation Agreement outlines the roles and responsibilities associated with a mutually agreed collaborative relationship between Deaf Aotearoa New Zealand ('DANZ') and the Sign Language Interpreters Association of New Zealand ('SLIANZ') (together, the 'Parties'):

IN WHICH: the official languages for communication, in person and in writing between DANZ and SLIANZ are New Zealand Sign Language and written English respectively.

IN WHICH: the agreement recognises that the Parties are independent non-profit organisations as described in clause 2.

IN WHICH: the Parties are represented respectively by the President of the DANZ Board and the President of SLIANZ (or their appointed representatives).

IN WHICH: the agreement respects the Parties' respective philosophies.

IN WHICH: the agreement is not intended to be legally binding.

2. Background

2.1 Deaf Aotearoa New Zealand (DANZ)

Deaf Aotearoa is a national organisation representing the voice of Deaf people, and the national service provider for Deaf people in New Zealand.

2.2 Sign Language Interpreters Association of New Zealand (SLIANZ)

SLIANZ is a national, non-profit, association that represents professional sign language interpreters in New Zealand.

3. Rationale

3.1 Deaf Aotearoa New Zealand

The mission of DANZ is Deaf Aotearoa is Equality for Deaf in Aotearoa New Zealand.

The values of Deaf Aotearoa include the advancement of human rights for Deaf people, celebrating New Zealand Sign Language and working with Dedication, Discipline and Determination to strengthen the rights of Deaf people.

3.2 Sign Language Interpreters Association of New Zealand

The mission of SLIANZ is to advance the profession by informing members and consumers, and to promote high standards of professional practice and integrity among its members. SLIANZ offers continuing professional development, advocates for appropriate working conditions for interpreters, and is a representative voice on issues relevant to sign language interpreting.

4. Purpose

The purpose of this Co-operation Agreement is to replace the 'Joint Statement' signed by DANZ and SLIANZ on 22nd July 2012 and modelled on the Joint Statement adopted in 2007 by the World Federation of the Deaf (WFD) and the World Association of Sign Language Interpreters (WASLI), of which DANZ and SLIANZ respectively are member organisations. It sets a formal framework for co-operation between DANZ and SLIANZ and aims at reducing, wherever possible, duplication of services and resources in the achievement of common national and global objectives such as:

- Recognising the sharing of common values in promoting human rights of deaf people through sign language(s) and sign language interpreters.
- Agreeing to reasonably co-operate and collaborate in opportunities that contribute to the shared values, including providing leadership and advocacy to Deaf Communities and the sign language interpreting community in New Zealand.
- Agreeing to observe areas of co-operation in line with the Agreement pursuant to clause 5.

Have therefore agreed on the following:

5. Areas of co-operation

Co-operation between both Parties will focus on but is not limited to the following areas of work:

- Promotion of human rights in any area regarding deaf people's rights within the framework of the UN Human Rights system, paying particular attention to the UN Convention on the Rights of Persons with Disabilities (to which New Zealand is a signatory).
- DANZ and SLIANZ affirm their commitment to supporting WFD and WASLI in the full implementation of the UN Convention on the Rights of Persons with Disabilities by all UN member states. Both organisations note the importance of the implementation of the Articles dealing with sign languages and professional sign language interpreters.
- Promotion of implementation of the NZSL Act to ensure that there is NZSL access for Deaf people in New Zealand.
- Areas of support and promotion as agreed to by the two organisations.

6. Consultation and exchange of information

The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their respective opinions are likely to require mutual collaboration.

The Parties can make enquiries for clarification with respect to the interpreting profession and Deaf community issues.

Regular meetings shall be convened between representatives of both Parties to coordinate work planning and projects so as to avoid duplication of services and resources.

Consultation and exchange of information and documents under this clause shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.

The Parties may invite each other to send observers to their respective Annual General Meetings and to meetings or conferences convened by them or under

their auspices in which, in the opinion of either Party, the other may have an interest. Any fees or travel costs related to the attendance of the observer/s from a Party shall be covered by each respective organisation and shall not be the responsibility of the inviting Party.

7. Representation

As both Parties represent the New Zealand Deaf community and New Zealand Sign Language interpreters at national and international meetings, conferences and congresses, clear delineation of the roles of both Parties is required so as to avoid duplication of services and resources and to ensure full representation of the Deaf Community in any meeting, conference or congress.

Each Party shall respect the scope of representation of the other Party.

Both Parties recognise the primacy of DANZ in advancing the human rights, cultural, educational and sign language rights of Deaf people in New Zealand.

Both Parties recognise the primacy of SLIANZ in advancing all matters related to the development of professional sign language interpreting.

Each Party may inform the other Party if they are unable to attend a meeting, conference or congress that relates to its scope of representation. In this case, it may delegate its mandate to the other Party for the meeting, conference or congress concerned.

8. Duration

The Agreement shall become effective upon signature by the authorised representatives from DANZ and SLIANZ, and will remain in effect unless it is revised (pursuant to clause 10) or terminated in writing (pursuant to clause 11).

9. Review

The Agreement shall be periodically reviewed every three (3) years from the date of signing.

10. Revision

Any variation to the Agreement shall be made in writing and signed by both Parties.

11. Termination

Both Parties shall have the right to terminate the agreement by giving at least thirty (30) days' notice in writing.

12. Dispute resolution

The Parties shall attempt in good faith to resolve any dispute derived from the Agreement by means of consultation and negotiation between the Parties.

13. Confidentiality

The Parties agree and acknowledge that the discussions relating to the collaborative activity of the Parties are confidential and neither Party will disclose them without the prior written consent of the other Party.

Each Party agrees that it shall not at any time disclose to any person any confidential information concerning the activities, business, or affairs of the other Party except as permitted below.

- a. To its employees, officers, or advisers who need to know such information for the purposes of carrying out this Agreement. Each Party shall ensure that its employees, officers, or advisers to whom it discloses the other Party's confidential information comply with this clause; and

- b. As may be required by law, court order, or by any governmental or regulatory authority.

No Party shall use or disclose any other Party's confidential information for any purpose other than to perform its obligations under this Agreement.

14. Entry into force

By signing below, the Parties agree to the above roles and responsibilities outlined in the Agreement.

There are no expressed or implied conditions, warranties, promises, representations or obligations, written or oral, or signed in relation to the agreement other than those explicitly stated in it or necessarily implied by international law.

Signed in Wellington on 7th July 2019

Deaf Aotearoa New Zealand



President



Executive Board Representative

Sign Language Interpreters Association of New Zealand



on behalf of President



Secretary

