

**INTERNATIONAL ONE METRE
INTERNATIONAL CLASS ASSOCIATION**

**DM NCA MEMORANDUM
OF UNDERSTANDING**

January 16th, 2016

In regard to the International One Metre International Class Association, the International Sailing Federation Radio Sailing Division, and the representation of Owners in Malaysia, the Division Member National Class Association understands and agrees as follows.

1. ABBREVIATIONS

DM	Division Member of the IRSA
DM NCA	DM acting as a NCA
ICA	International Class Association
IOM	International One Metre
ISAF	International Sailing Federation
MNA	Member National Authority of the ISAF
NCA	National Class Association
NCS	National Class Secretary
IRSA	International Radio Sailing Division of the ISAF

2. DEFINITIONS

Where the following words and phrases are used in their defined sense in this Constitution, they appear in an italic typeface.

<i>Boat</i>	A boat that may comply with the <i>IOM Class Rules</i> .
<i>Registered Boat</i>	A <i>Boat</i> issued with a hull number.
<i>Certificated Boat</i>	A <i>Registered Boat</i> with a current, valid certificate.
IOM	Where this refers to an actual boat, a <i>Certificated Boat</i> maintained in accordance with the <i>IOM Class Rules</i> .
<i>IOM Class Rules</i>	Rules of the IOM class, an ISAF-RSD International class of racing yacht recognised by the ISAF, presented and maintained according to the ISAF format and standard for class rules.
<i>Owner</i>	A person who owns at least one <i>Registered Boat</i> .
<i>Registered Owner</i>	An <i>Owner</i> who is listed as being current and in good standing with an IOM NCA or IOM NCS.
<i>Certificated Owner</i>	A <i>Registered Owner</i> who owns at least one <i>Certificated Boat</i> .
<i>Member NCA or NCS</i>	A NCA or NCS which has been granted membership of the <i>World Council</i> .

<i>Officer</i>	One of the IOM ICA Executive Committee. The definition excludes any member of an IOM ICA Sub-committee being defined as an <i>Officer</i> .
<i>Official of a DM or NCA or a NCS</i>	A person who holds any position or exercises any duty in a DM or NCA or who holds a position or exercises any duty as a NCS.
<i>World Council</i>	The governing body of the IOM ICA.
<i>World Council Member</i>	An <i>Officer</i> , a Representative of a <i>Member NCA</i> , or a <i>Member NCS</i> .
<i>Electronic communication</i>	A means of exchanging information including but not limited to the World Wide Web, the Internet, e-mail, fax, telephone, Message Boards, Internet groups, Internet forums.
<i>NCA Constitution</i>	A constitution which defines the duties of the NCA with regard to its representation of the <i>Owners</i> in its country.
<i>NCS Memorandum</i>	A Memorandum of Understanding drawn up between a NCS and the IOM ICA Executive Committee which defines the duties of the NCS with regard to its representation of the <i>Owners</i> in its country.
<i>DM NCA Memorandum</i>	A Memorandum of Understanding drawn up between a DM and the IOM ICA Executive Committee which defines the duties of the DM, acting as a NCA, with regard to its representation of the <i>Owners</i> in its country.
<i>Regulation</i>	Any rule, ruling, law, byelaw, regulation, directive, guideline, term, condition, instruction, or policy enacted by the <i>World Council</i> .
shall/may	In this constitution, the word “shall” specifies a mandatory action or procedure, while the word “may” is permissive.

3. NAME

- 3.1. The full name of the DM NCA shall be the "International One Metre National Class Association for Malaysia".

4. OBJECTS

- 4.1. The objects of the DM NCA shall be:
- 4.1.1. To promote and develop IOM class racing in Malaysia.
 - 4.1.2. To provide IOM class management in Malaysia.
- 4.2. In furtherance of these objects the DM NCA shall:
- 4.2.1. Encourage the formation of an IOM National Class Association in Malaysia, in association with the DM (or MNA if no DM exists).
 - 4.2.2. Assist event organisers to hold IOM events in Malaysia.
 - 4.2.3. Assist in the distribution and review of the *IOM Class Rules* in Malaysia, in association with the IOM ICA.

- 4.2.4. Encourage the development and training of IOM class measurers in Malaysia, in association with the DM or MNA as appropriate.

5. GOVERNANCE

- 5.1. The DM NCA shall be self-governing in accordance with the DM's Constitution, the DM's *Regulations*, and the provisions of this *DM NCA Memorandum*.

6. WORLD COUNCIL MEMBERSHIP

- 6.1. The DM NCA is hereby granted membership of the *World Council* as a *Member NCA* having understood and agreed that:

- It is recognised as the IOM NCA in Malaysia;
- There are not less than (5) five *Registered Owners* who are listed with the DM NCA in Malaysia;
- There is no other IOM NCA or NCS in its country already accredited to the *World Council*;
- The NCA registration fee has been paid to the IOM ICA Treasurer as prescribed by the IOM ICA *Regulations*;
- Its accreditation as a *Member NCA* may be withdrawn in accordance with the provisions of the section titled REMOVAL FROM MEMBERSHIP;
- It shall use its best endeavours to ensure that its *Registered Owners* also comply with all IOM *World Council* resolutions and IOM ICA *Regulations*.
- Neither its officials nor the officials of the DM for [name of country] shall be eligible to hold office as an IOM ICA *Officer* while the DM acts as the NCA for Malaysia.
- Where any conflict arises between the DM Constitution and/or the DM *Regulations* on the one hand and the IOM ICA Constitution, the IOM ICA *Regulations*, and/or this *DM NCA Memorandum* on the other, the provisions of the IOM ICA Constitution, the IOM ICA *Regulations*, and/or this *DM NCA Memorandum* shall prevail.

7. REPRESENTING [name of country] ON THE WORLD COUNCIL

- 7.1. The DM NCA understands and agrees that it hereby declares itself able to participate in the work of the *World Council* conducted in accordance with the provisions of the IOM ICA Constitution and the IOM ICA *Regulations*.
- 7.2. The number of votes that the DM NCA is entitled to vote in any ballot in meetings of the *World Council* shall be in accordance with the provisions of the IOM ICA *Regulations* current at the time of the ballot.
- 7.3. The DM NCA shall cast its voting entitlement at any meeting of the *World Council* strictly according to the vote of its *Owners*, either the *Registered Owners* in Malaysia with regard to resolutions, or the vote of the *Certificated Owners* in Malaysia with regard to Special resolutions.

- 7.4. The DM NCA shall ballot and determine the vote of its *Registered Owners* or *Certificated Owners* in Malaysia as follows:
 - 7.4.1. By organising a fair and timely ballot of these *Registered* or *Certificated Owners*.
 - 7.4.2. Separately with regard to each *World Council* resolution.
 - 7.4.3. According to the simple majority of the *Registered* or *Certificated Owners* voting.
 - 7.4.4. By entitling a *Registered* or *Certificated Owner* to one vote each, such vote not being transferable and such vote not being votable by a proxy.
 - 7.4.5. By exercising a casting vote in the event of a tie vote of its *Registered* or *Certificated Owners*.
- 7.5. Upon request of any *World Council Member*, the DM NCA shall provide details, by owner name and vote cast, of the voting of its *Registered* or *Certified Owners* as relevant.
- 7.6. The DM NCA shall appoint a Representative who shall be the only official channel of communication with the *World Council* and whose address will be the official address of the DM NCA until the IOM ICA Secretary is advised, in writing, by the DM NCA of any change of Representative and/or address.

8. DUTIES AND RESPONSIBILITIES

- 8.1. Copyrights and trademarks
 - 8.1.1. The DM NCA shall use the approved IOM class insignia in IOM class publications, advertising, or promotions in Malaysia.
 - 8.1.2. The DM NCA shall report any unauthorised use of the IOM class insignia to the IOM ICA Chairman.
- 8.2. The DM NCA shall provide the IOM ICA Secretary with up-to-date copies of all IOM class publications in Malaysia.
- 8.3. Annual report
 - 8.3.1. The DM NCA shall prepare and send the IOM ICA Secretary a complete annual report on the activities of the IOM class in Malaysia, dealing at least with success in maintaining the objects of the DM NCA, current *Registered* and *Certified Owners* in good standing, current class measurers, hull numbers issued, *Boats* registered, and measurement certificates issued.
 - 8.3.2. The annual report shall be sent in the month following the end of the DM NCA fiscal year, or as may be specified in the IOM ICA *Regulations*.
- 8.4. The DM NCA shall be the representative of the IOM ICA Technical Committee in Malaysia.
- 8.5. If the DM NCA is the IOM Certification Authority in Malaysia, the DM NCA shall
 - 8.5.1. Satisfy itself that a measurement form has been correctly completed before issuing a measurement certificate.
 - 8.5.2. Maintain a register of all completed measurement forms.
 - 8.5.3. Maintain a register of hull numbers and *Registered Owners*.
 - 8.5.4. Maintain a register of all issued certificates and *Certificated Owners*.

- 8.6. Measurers
 - 8.6.1. The DM NCA shall keep all IOM class measurers in Malaysia informed of *IOM Class Rule* changes and interpretations.
 - 8.6.2. The DM NCA shall maintain a register of all IOM class measurers in Malaysia.
 - 8.6.3. The DM NCA shall organise, facilitate, and/or liase in the training of IOM class measurers in Malaysia.
- 8.7. Variations and additions to the DM NCA duties and responsibilities may be promulgated in the *IOM ICA Regulations* from time to time.

9. FINANCES

- 9.1. The activities of the DM NCA may be funded by:
 - 9.1.1. Subscriptions from *Owners*.
 - 9.1.2. A share of the approval fee for the IOM National Championship held in Malaysia, negotiated between the DM NCA and the organisers of the event.
 - 9.1.3. A share of the entrance fee of the IOM National Championship held in Malaysia, negotiated between the DM NCA and the organisers of the event.
 - 9.1.4. A share of the fee paid by an *Owner* when a *Boat* is registered.
 - 9.1.5. Fees for services rendered at the IOM National Championship held in Malaysia.
- 9.2. The *IOM ICA Regulations* provide for the amount of the share of any fee which may be retained by the DM NCA, and the amount of the share which the DM NCA shall remit to the IOM ICA.

10. ACCOUNTS

- 10.1. The DM NCA shall cause annual accounts to be prepared for each year which truly and fairly show the DM NCA's capital and its income and expenditure.
- 10.2. The fiscal period of the DM NCA shall be 1 January to 31 December each year unless changed by resolution of the *World Council*.
- 10.3. A single copy of the accounts for the latest complete fiscal period shall be sent by the DM NCA to the IOM ICA Treasurer in the month following that period.

11. REMOVAL FROM MEMBERSHIP

- 11.1. The DM NCA shall be removed from membership of the *World Council* by the IOM ICA Executive Committee only after a hearing protecting its rights to due process including a mutual exchange of evidence prior to the hearing.
- 11.2. The DM NCA may be removed from membership of the *World Council* for the following reasons:
 - 11.2.1. Committing an unlawful act in relation to the IOM ICA, the *World Council*, any NCA (or DM NCA), NCS, or *Owner*.

- 11.2.2. For any unsportsmanlike conduct contrary to the interest of the IOM ICA, the *World Council*, any NCA (or DM NCA), NCS, or *Owner*.
- 11.2.3. For intentional violation of the *IOM Class Rules*.
- 11.2.4. Any failure to uphold or follow the prescriptions of the IOM ICA Constitution or the *Regulations*, their Constitution, or the *DM NCA Memorandum*.
- 11.2.5. Non-performance of its duties, responsibilities, and/or functions as required by resolution of the *World Council*, the IOM ICA Constitution or the *Regulations*, their Constitution, or the *DM NCA Memorandum*.
- 11.3. The DM NCA shall be removed from membership of the *World Council*
 - 11.3.1. During any period in respect of which it has not paid its subscription or other monies due to the IOM ICA. Such membership may be renewed with immediate effect by payment of outstanding dues or other monies owing.
 - 11.3.2. Upon receipt of notice of its resignation by the IOM ICA Secretary.
 - 11.3.3. Due to an inability to participate in *World Council* or Executive Committee or Sub-committee meetings conducted by *Electronic communications*.
- 11.4. The DM NCA shall not be entitled to any return of any or any part of its subscription in respect of any period for which it is removed from membership.

12. AMENDMENTS

- 12.1. This *DM NCA Memorandum* shall only be amended by joint agreement between the IOM ICA Executive Committee and the DM NCA.

13. LIMITATIONS

- 13.1. In the execution of their powers and duties under this *DM NCA Memorandum*, the IOM ICA Constitution, and the provisions of the IOM ICA *Regulations*, no *Officer* or other Sub-committee member of the IOM ICA Executive Committee shall be liable for any loss to the DM NCA by reason of any mistake or omission made in good faith by the *Officer* or other Sub-committee member or any other *Officer* or sub-committee member of the Executive Committee or for any other matter other than wilful and individual wrongdoing omission or fraud on the part of the person who is sought to be made liable.

14. DISSOLVING THE DM NCA MEMORANDUM

- 14.1. If the total number of *Registered Owners* falls below 5, the membership of the DM NCA on the *World Council* may be withdrawn on a majority vote of the *World Council* acting alone.
- 14.2. In such circumstances the nett funds of the DM NCA after payment of all outstanding amounts shall be divided between those *Registered Owners* in good standing at the time and date of the vote.

15. PROPER LAW AND JURISDICTION

- 15.1. The proper law of the *DM NCA Memorandum* shall be English law and this *DM NCA Memorandum* shall be construed, take effect and be enforced accordingly.