

Annex 1:

Memorandum of Understanding

Australian Medical Aid Foundation (AMAF)

Between:

Australian Medical Aid Foundation (AMAF) ABN: 91 130 857 715 of P.O.Box 226, GLEN IRIS, VIC 3146, AUSTRALIA (referred to in this document as 'the AMAF' or 'AMAF') and

[insert Party 2 name] ABN: [insert ABN number] of [insert address] (referred to in this document as 'the 2nd party's abbreviated name')

1. Duration of the MOU

- This is a non-binding Memorandum of Understanding (MOU) between **Australian Medical Aid Foundation** and **the 2nd party's abbreviated name**
- The MOU will apply from [insert date] and will continue to apply until [insert date / certain milestone is achieved / termination by either party on the giving of 1 month's written notice to the other].

2. Scope / Purpose of the partnership

- **Australian Medical Aid Foundation** and **[2nd party's abbreviated name]** are committed to maintaining a positive and cooperative working relationship.
- **Australian Medical Aid Foundation** and **[2nd party's abbreviated name]** are committed, where practicable to work collaboratively to deliver **[insert project details]**.
- As part of the parties' mutual commitment, **Australian Medical Aid Foundation** and **[2nd party's abbreviated name]** will act in accordance with the spirit and intent of this MOU, even though neither party intends that it be legally binding.

3. Background, Aims, Values and Contributions

Australian Medical Aid Foundation (AMAF) was established in 2001 with the Vision of 'the establishment of an excellent and sustainable health care system, especially in North East Sri Lanka, by advancing the clinical, research, infrastructure and educational aspects of medical, dental, allied health and public health services.' AMAF operates from Australia and delivers the projects in the North & East of Sri Lanka.

[2nd party's abbreviated name] – [when it was established, what is its vision and focus, and where does it work.]

The shared values of both AMA and **[2nd party's abbreviated name]** are <>.

AMAF seeks to contribute to achieving these goals by providing financial resources, expertise and project management. **[2nd party's abbreviated name]** seek to contribute by <>.

4. Partnership Principles:

This Agreement is based on the following principles of partnership that both parties agree to respect: Mutual respect, equity, transparency, accountability, shared interest & mutual benefit, clarity of roles and effective reporting of the details of the project.

5. Roles and responsibilities

- **Australian Medical Aid Foundation (AMAF)** provides funds (part or full) to implement the project. AMAF will oversee or advise appropriately during the course of the project
- **[2nd party's abbreviated name]** is to implement the project as per project outline and the time frame which are agreed in principle.
- **[2nd party's abbreviated name]** shall provide receipts of all funds, regular progress project report, photos and videos to AMAF.
- If AMAF requires more documentation or evidence or accounts, the **[2nd party's abbreviated name]** shall be able to provide it within prescribed time.

6. Partner Obligations and Accountabilities:

Each partner commits to the following obligations and accountabilities:

- child protection
- prevention of sexual exploitation, abuse and harassment of the staff of both partners as well as project recipients, beneficiaries and other project stakeholders and participants
- counter terrorism procedures - see 15 below further details below
- anti-fraud and corruption procedures – see 14 below further details below
- anti money-laundering procedures
- transparency
- separation of development and non-development activities
- complaints handling procedures - see 11 below further details below
- whistleblowing
- prevention of conflict of interests
- regular communication via phone, email and social media including progress reporting - - see 7 and 8 below further details below
- agreed use of funds only for intended purposes
- accurate and timely financial record keeping and reporting
- privacy of external party information
- confidentiality - see 10 below further details below
- incident reporting
- progress

7. Meetings

- Meetings in relation to the subject of this MOU will be held at the beginning and whenever needed.
- Meetings will be chaired by the Chairman of the AMAF.
- Meeting agendas and minutes will be prepared by Secretary of AMAF
- Meeting agendas will be circulated by the Secretary of AMAF, 2 days before the meeting
- Meeting minutes will be circulated to both parties and action list will be prepared.

8. Reporting Review

[2nd party's abbreviated name] shall agree to follow and report any matters or issues on the partner obligations which are listed in point 6.0

9. Advertising and announcements

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

10. Confidentiality

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

11. Dispute resolution

- If a complaint, dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.
- Within **14** days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.
- If no resolution is possible, then partners will refer the matter to for adjudication to < **name of Adjudicator** > and both parties agree to be bound by the decision of the < **name of Adjudicator** >.

12. Variation

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

13. Termination

Either party may terminate this Agreement by giving 1 month written notice to the other party with clear explanation for termination such as breach of MoU or financial mismanagement or others.

14. Fraud Risk Management

[2nd party's abbreviated name] agrees to implement the following fraud risk management procedures:

- **[2nd party's abbreviated name]** to have mechanisms in place to prevent, detect and respond to any fraudulent activity or other illegal/corrupt practices (including bribery of public or foreign officials) of anyone associated with the project or program (staff, volunteers, sub-contractors/consultants, implementing partners, community members, etc.).
- **[2nd party's abbreviated name]** to inform AMAF immediately, of any alleged, detected, or suspected fraud or other illegal/corrupt practices by anyone associated with the program (staff, volunteers, contractors/consultants, implementing partners, community members, etc.) and to provide AMAF with any information needed for reporting and action.
- **[2nd party's abbreviated name]** to be responsible for any misused funds lost due to fraud or mismanagement, to make all reasonable attempts to recover such funds, and to return them to AMAF.

15. Anti Terrorism

[2nd party's abbreviated name] agrees to implement the following anti-terrorism procedures:

- **[2nd party's abbreviated name]** to have mechanisms in place to ensure that there is no direct or indirect support for organisations or individuals associated with terrorism, including to check anyone engaged on the project or program (staff, volunteers, contractors/consultants, implementing partners) against the Australian Department of Foreign Affairs and Trade (DFAT) 'Consolidated List' 5 and the Australian Attorney General's List of Terrorist Organisations, and to regularly check the following for updates: the DFAT website (sanctions page), and the Australian Attorney General's website (national security & counter terrorism laws page)
- To inform AMAF immediately, if the Partner Organisation discovers any link whatsoever to any organisation or individuals associated with terrorism, and to provide AMAF with any information needed for reporting.

16. Annexes:

Partner Obligations are listed in the AMAF's website: <http://ausmedaid.site>

Signatures

Signed for **Australian Medical Aid Foundation** by its authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Name of witness

Name and title of authorised representative

Date:

Signed for **[insert Party 2 name]** by its authorised representative in the presence of:

Signature of witness

Signature of authorised representative

Name of witness

Name and title of authorised representative

Date: