
Sisters of the Good Samaritan Foundation ABN
541 697 996 06

Fundasaun Alola

Memorandum of Understanding

Contents

1. Definitions and Interpretation	3
1.2 References to certain general terms	5
2. Legal effect of this Document.....	6
2.1 Document not legally binding	6
2.2 Legally binding provisions	6
2.3 Final Agreements to reflect this Memorandum of Understanding	Error!
Bookmark not defined.	
3. Confidentiality.....	7
3.1 Disclosure of Confidential Information.....	7
3.2 Disclosure by recipient of Confidential Information	7
3.3 Excluded Information	7
3.4 Return of Confidential Information.....	8
3.5 No disclosure of terms of this document	8
3.6 Rescission and termination	8
4. Governing Law.....	8
4.1 Governing law.....	8
4.2 Jurisdiction.....	8
Execution	9

Date

Parties

Sisters of the Good Samaritan Foundation ABN 541 697 996 06 of 2 Avenue Road, Glebe NSW 2037 (**GSF**)

Fundasaun Alola of Rua, Bispo de Madeiros Mascarenhas (**Alola**)

Background

- A GSF is a registered charity whose objects are aimed to empower vulnerable and disadvantaged people in need – with a special focus on women and children.
- B Alola is a foundation that seeks to raise awareness and campaign against the sexual and gender based violence inflicted on women and girls in Timor Leste. It achieves these aims in part via programmes that provide an opportunity for young people in Timor Leste to receive an education.
- C GSF has agreed to fund scholarships for young people to receive a tertiary education. These scholarships will be administered by Alola.
- D In honour of the work of Sr Rita who devoted many years working to educate and support the young people of Timor Leste, the scholarships provided by GSF are to be known as 'Sr Rita's Good Samaritan Scholarships for Tertiary Students' (**Sr Rita Scholarships**).

1. Definitions and Interpretation

These meanings apply in this document unless the contrary intention appears:

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Sydney, New South Wales.

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on or after the date of this document relating to the business, technology or other affairs of a Party.

Excluded Information means all Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this document or an obligation of confidence owed to a Party;
- (b) a Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by a Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) a Party acquires from a source other than a Party or any Related Entity or Representative of a Party where such source is entitled to disclose it.

GSF Policies and Procedures means the policies under which GSF operates including but not limited to:

- (a) GSF Bullying and Harrasment Policy
- (b) GSF Child and Adult at Risk Policy
- (c) GSF Development and Non-Development Policy
- (d) GSF Disability Inclusion Policy
- (e) GSF Environmental Policy
- (f) GSF Gender Equality and Diversity Policy
- (g) GSF Prevention of Fraud and Corruption Policy
- (h) GSF Prevention of Sexual Exploitation, Abuse and Harassment Policy

Half year report means the report provided from Alola to GSF which outlines the funds that have been paid to each recipient of a Sr Rita Scholarship and certifies that those funds have been used for the purpose of meeting the genuine education expenses of the scholarship recipient. The report will also include the academic outcomes of each student and any other information reasonably requested by GSF.

Nominated account means the bank account of Alola Australia which is

Bank: Bank Australia

BSB: 313 140

1.2 References to certain general terms

Unless the contrary intention appears, a reference in this document to:

- (a) a document (including this document) includes any variation or replacement of it;
- (b) the singular includes the plural and vice versa;
- (c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;
- (d) the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

2. GSF Obligations

- (a) SGS will select student to receive a Sr Rita Scholarship in collaboration with its partners in Railaco, Emera and advise Alola of the names of the students who have been granted a Sr Rita Scholarship each calendar year.
- (b) SGS will provide to Alola a copy of the GSF Policies and Procedures.
- (c) SGS will pay to Alola a total of no more than USD \$15,000 per calendar for the purpose of the funding of education of students who receive the Sr Rita Scholarship. This amount includes a fee of 10% per year of the scholarship amount which is to be used by Alola to defray the cost of administering the scholarship funds.
- (d) SGS will specify the amount of each Sr Rita Scholarship that each student is to receive each calendar year.
- (e) GSF will make payments of the Sr Rita Scholarship to Alola in two instalments of 50% per calendar year. The first instalment shall be paid in February of each year. The second instalment shall be paid in July of each year following the provision by Alola of the half year report.

3. Alola Obligations

- (a) Alola will administer to funds provided to it for the purposes of the Sr Rita Scholarship.
- (b) Alola will read and agree to abide by the GSF Policies and Procedures in fulfilling its obligations under this MOU.
- (c) Alola will notify GSF of any circumstances that may affect a student's eligibility to receive a Sr Rita Scholarship.
- (d) Alola will enter into an agreement with each student who receives a Sr Rita Scholarship and properly acquit the funds provided to each student under a Sr Rita Scholarship in accordance with the Conditions of Scholarship which is found at Annexure A of this MOU.

4. Term of MOU

This MOU shall be in effect for a period of two years commencing at the beginning at the execution of this MOU.

5. Payment of Funds

The payment of the funds of the Sr Rita Scholarships will be paid by GSF to Alola via electronic transfer to the nominated account, unless advised otherwise.

6. Changes to MOU

Changes to this MOU require the prior written agreement of both Alola and GSF.

7. Termination

This MOU may be terminated by either party with two weeks written notice. In the event of termination, Alola is to return to GSF any funds not already dispensed to scholarship recipients within 30 days.

8. Legal effect of this Document

8.1 Document not legally binding

- (a) Subject to clause 8.2 this document is not legally binding. Any such binding relationship is conditional upon a formal deed or agreement.

8.2 Legally binding provisions

The provisions of:

- (a) Clause 7
- (b) Clause 10

are intended to be legally binding and to give effect to the concluded arrangements between the Parties.

9. Confidentiality

9.1 Disclosure of Confidential Information

No Confidential Information may be disclosed by a Party to any person except:

- (a) as required by law or a stock exchange;
- (b) to advisers, brokers, potential investors or other persons for the purposes of, or in connection with this document or the Commercial Transactions;
- (c) where the Confidential Information is required by the recipient for the purposes of this document or the Commercial Transactions;
- (d) with the consent of the party who supplied the Confidential Information to the disclosing party;
- (e) if the disclosing party is required to do so in connection with legal proceedings relating to this document;
- (f) if the Confidential Information is or becomes public knowledge;
- (g) to a person who already knew or had that Confidential Information on a non-confidential basis before receiving it; or
- (h) where the Confidential Information has been independently developed or acquired by the recipient.

9.2 Disclosure by recipient of Confidential Information

Any Party disclosing information under **clause 9.1** must procure that the Party it discloses the Confidential Information to enter into a document preventing that Party from disclosing the Confidential Information except in the circumstances permitted in **clause 9.1**.

9.3 Excluded Information

Clause 9.1 does not apply to the Excluded Information.

9.4 Return of Confidential Information

A party who has received Confidential Information from another Party pursuant to this document must, on the request of the other Party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it pursuant to this document pursuant to this document.

9.5 No disclosure of terms of this document

Except as otherwise agreed or duly required by law or any regulatory authority, no Party will disclose the terms of this document to any person other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.

9.6 Rescission and termination

This **clause 10** will survive rescission or termination (for whatever reason) of this document except if replaced by the Final Agreements.

10. Governing Law

10.1 Governing law

This document is governed by the law in force in New South Wales.

10.2 Jurisdiction

- (a) Each Party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.
- (b) Each Party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Execution

Executed as a document.

For and on behalf of the **Sisters of the Good Samaritan Foundation Ltd** in accordance with clause 20.1 of its Constitution:

Signed:

Signed:

.....

.....

Name:

Name:

Role: Director/ Secretary (delete as necessary)

Role: Director/ Secretary (delete as necessary)

Dated:

Dated:

For and on behalf of **Fundasaun Alola**

Signed:

.....

Name:

Position:

Date:

ANNEXURE A

CONDITIONS OF SCHOLARSHIP

The terms of the provision of a Sr Rita scholarship which GSF, Alola and the scholarship recipient agree to are:

1. Each student must enter into this agreement to receive any funds granted under a Sr Rita Scholarship.
2. The student will attend the offices of Alola upon being granted a scholarship and each half year after being granted a scholarship and provide to Alola evidence (as applicable) of:
 - a. Enrolment in an approved tertiary course
 - b. Proof of completion, or part-completion of a funded course
 - c. Re-enrolment in an approved tertiary course
 - d. A transcript of their academic results from the previous semester demonstrating that they have achieved not less than a B average for all subjects they studied during that semester
 - e. Any other information which Alola reasonably requires
3. Provided that the student provides to Alola the evidence outlined at 2 above, Alola will pay to the student the following:
 - a. Quarterly in advance for any living allowance the student is to receive
 - b. Tuition fees
4. The student will sign a receipt for each payment received
5. The student will attend the offices of Alola for an interview at least once per year to confirm their ongoing enrolment in the tertiary course.
6. In the event that a student fails to meet their obligations at clauses 1 to 5 above, Alola will inform GSF of this failure who shall at their absolute discretion terminate the student's Sr Rita Scholarship or take whatever steps it deems necessary in the circumstances.