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Sisters of the Good Samaritan Foundation ABN  
541 697 996 06

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[INSERT NAME OF OTHER PARTY]

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# Memorandum of Understanding

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**Date**

## Parties

**Sisters of the Good Samaritan Foundation ABN 541 697 996 06** of 2 Avenue Road, Glebe NSW 2037 (GSF). Contact: Sonya Mears, Executive Director, phone: 61 478 801 550, email: smears@goodsamsfoundation.org.au

**[INSERT NAME OF OTHER PARTY]** of **[INSERT ADDRESS OF OTHER PARTY]**  
(**[INSERT SHORT TITLE]**) Insert contact information for primary contact (Name, title, phone and email).

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## Background

- A GSF is a registered charity in Australia whose objects are aimed to empower vulnerable and disadvantaged people in need – with a special focus on women and children.
- B Partner A/B/C [OUTLINE DESCRIPTION OF ENTITY AND WHERE REGISTERED. THE PARTNER'S VISION OR FOCUS]
- C [OUTLINE OTHER BACKGROUND DETAILS OF THE AGREEMENT. If relevant provide brief overview on the program/initiative that the partners are working on]
- D The parties recognise that [NAME OF PROJECT] is one in which each party shall make a contribution of value in order to achieve:  
  
Statement of intent/purpose of the partnership [SUMMARISE INTENT/PURPOSE]  
  
Shared goals [INSERT SHARED GOALS]

## Duration

This Agreement will take effect from the date of its signature by the above parties and will be deemed to have commenced from that date and will expire by [INSERT DATE].

## Partnership Principles

this Agreement is based on the following principles of the partnership:

Collaboration

Transparency and honesty

Mutual respect

Being a good Samaritan

## Agreed terms

### 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 Harassment 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
- (i) GSF Counter terrorism
- (j) GSF Whistleblowing
- (k) GSF Privacy
- (l) GSF separation of development and non-development activities
- (m) GSF ethical procurement commitment
- (n) GSF Ethical use of images, stories and content Policy
- (o) GSF Social media Policy

## **1.2 References to certain general terms**

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

- (a) (variations or replacement) a document (including this document) includes any variation or replacement of it;
- (b) (singular includes plural) the singular includes the plural and vice versa;

- (c) (person) 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) (meaning not limited) 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.

## **GSF Obligations**

- (a) SGS will [OUTLINE DETAILS OF OBLIGATIONS]
- (b) SGS will provide to [Other Party] a copy of the GSF Policies and Procedures.

## **[OTHER PARTY] Obligations**

- (a) [OTHER PARTY] will [OUTLINE OBLIGATIONS OF OTHER PARTIES]
- (b) [OTHER PARTY] will read and agree to abide by the GSF Policies and Procedures.

## **2. Legal effect of this Document**

### **2.1 Document not legally binding**

- (a) Subject to clause 2.2 this document is not legally binding. Any such binding relationship is conditional upon a formal deed or agreement.

### **2.2 Legally binding provisions**

The provisions of:

- (a) [INSERT RELEVANT CLAUSES]

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

### **2.3 Final Agreements to reflect this Memorandum of Understanding**

Subject to clause 2.1 (a), the Final Agreements are intended to document and reflect the provisions of this Memorandum of Agreement

### **3. Confidentiality**

#### **3.1 General Philosophy**

The parties to this agreement intend to work collaboratively to achieved their desired aims by delivering [DESCRIBE OUTCOMES OF PROJECT]. This requires an open approach to communication and sharing of information. Nonetheless, the parties recognise the importance of preserving confidential information which is shared during the relationship.

#### **3.2 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.

#### **3.3 Disclosure by recipient of Confidential Information**

Any Party disclosing information under **clause 3.1** 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 3.1**.

#### **3.4 Excluded Information**

**Clause 3.1** does not apply to the Excluded Information.

### **3.5 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.

### **3.6 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.

### **3.7 Rescission and termination**

This **clause 3** will survive rescission or termination (for whatever reason) of this document except if replaced by the Final Agreements.

## **4. Child Protection**

### **4.1 General Philosophy**

The parties agree that the protection of children is paramount to this project. It is also a key tenet of this project that all those participating in it are free from sexual exploitation, abuse and harassment of all forms.

The parties agree to abide by the GSF Child and Adult at Risk Policy and the GSF Prevention of Sexual Exploitation, Abuse and Harassment Policy for the purposes of this project.

## **5. Counter Terrorism**

### **5.1 General Commitment**

The parties condemn all forms of violence including terrorism which has caused harm to thousands of people around the world. The parties recognise that terrorist organisations or individuals may seek ways to use finances to support terrorist activities, with or without people's knowledge. The parties are committed to ensuring that terrorist organisation will not directly or indirectly benefit from the [NAME OF PROJECT].



## 5.2 Processes

- (a) The parties agree to abide by the GSF Counter Terrorism Policy.
- (b) The parties specifically acknowledge that in adhering to the GSF Counter Terrorism Policy it will adhere to the processes and commitments in that policy, including, but not limited to, conducting checks to ensure that prospective parties or people/entities who will otherwise receive funds or relief as part of [NAME OF PROJECT] are not included on the following lists:
  - 'National Security Listing of Terrorist Organisations'  
(<https://www.nationalsecurity.gov.au/Listedterroristorganisations>)
  - 'DFAT Consolidated List' (<https://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list>)
  - 'OFAC Sanctions List Search'  
(<https://sanctionssearch.ofac.treas.gov/>)
  - 'World Bank's List of Ineligible Firms and Individuals'  
(<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>)

## 6. Dispute Resolution and termination

While the parties intend to fulfill their mutual obligations in the spirit in which this project has been embarked upon, in the event that a dispute arises the following steps are to be followed in an effort to resolve the dispute:

- (a) If a party (Party A) has a concern about the other party (Party B) not fulfilling its obligations under this MOU, Party A shall write to Party B outlining the nature of their concern and where possible the steps which it desires Party B to take to address the concern (Concern Notice).

- (b) Within 28 days of Party B receiving a Concern Notice, the parties shall meet to discuss the Concerns Notice and shall endeavor to resolve the dispute in the spirit of mutual co-operation.
- (c) If, following the meeting between the parties above the dispute has not been resolved, or in the event that Party B refuses to participate in a meeting with Party A to discuss the Concerns Notice, Party A may terminate this MOU.
- (d) In circumstances where there is no dispute, but one or more of the parties wish to terminate this partnership, that party may terminate this agreement by giving the other party/parties written notice of no less than 28 days.

## **6. Partnership Review**

The parties to this Agreement agree to review the partnership every (insert agreed period) and will meet twice a year to share learnings.

The parties agree to make available all information relevant to the partnership as necessary and to make adjustments to the partnership should either a review or an audit indicate that this is necessary to achieve the partnership objectives.

## **7. Governing Law**

### **7.1. Governing law**

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

### **7.2 Jurisdiction**

- (d) Each Party submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.
- (e) 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.

## **8. Annexures**

[INSERT REFERENCE TO ANY ANNEXURES REGARDING DELIVERABLES OR OBJECTIVES]

# 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:

[EXECUTION BLOCK OF OTHER PARTY]