



## **MEMORANDUM OF UNDERSTANDING**

**Lak Saviya Foundation Australia Incorporated  
No 100, Bingara Crescent, Bella Vista  
NSW 2153, Australia**



**&  
Volunteers to Assist Children with Disabilities,  
No: 26, Worthing Place, Cherrybrook  
NSW 2126, Australia**

This memorandum of understanding (MOU) is made and entered into, in Sydney on Friday, 29 June 2012.

### **BETWEEN**

**LAK SAVIYA FOUNDATION Australia Incorporated**, No 100, Bingara Crescent, Bella Vista, NSW 2153 – **INC9879052, ABN 74 230 501 620**, which is a non-government and non-profit making organisation established in Australia in 2002 (Hereinafter called and referred to as LSF).

### **AND**

**VOLUNTEERS TO ASSIST CHILDREN WITH DISABILITIES**, No: 26, Worthing Place, Cherrybrook, NSW 2126, Australia which is a non-government and non-profit program consisting of volunteers whose objective is to promote and improve the wellbeing of children with disabilities in Sri Lanka (Hereinafter called and referred to as **VACD**).

### **BACKGROUND**

#### 1. Background

VACD is a group of volunteers formed to assist children with disabilities and their families overcome discrimination, financial difficulties, social stigma, health issues etc. in the Bandarawela Education Zone, Uva Province, Sri Lanka. A project was launched in late December 2011 to identify the scope of required assistance and the formulation of projects to assist these children and their families overcome their prevailing difficulties and achieve future goals. The project proposal is attached in **Annexure A**.

- 1.1 In March 2012, VACD approached LSF in its capacity as a registered and properly structured organisation, with a request that VACD be formally included under its umbrella.
- 1.2 LSF committee at its meeting held on 28 May 2012 agreed to provide assistance, within its governing principles, to VACD for implementing, administering and carrying out their program under the project.
- 1.3 Both LSF and VACD agreed to formalize such a working partnership, through an MOU, to further enhance the ideals and objectives of both parties.

- 1.4 This MOU and the Operating Guidelines (***Annexure B***) are intended to describe the terms and conditions for VACD and LSF to work in partnership for the continuation of the project in the Bandarawela district, and later, the extension of this program to other areas of the country, once mutually agreed by VACD and LSF.

## **THE TERMS AND CONDITIONS:**

Both LSF and VACD believe that each party's aims and objectives are broadly in line with their mutual aspirations which are to help and assist the needy and that these noble objectives fall within each other's constitutions, philosophy, operating guidelines, principles and code of ethics.

1. LSF and VACD understand and agree that this MOU is primarily applicable to the projects that are mutually identified and funded solely by VACD or with LSF assistance.
2. VACD agrees to read and understand the rules and regulations of the LSF public liability insurance and the obligations therein.
3. VACD and its nominated representatives and agents shall comply with all the requirements and conditions specified under the product and public liability insurance policy of LSF, throughout this partnership.
4. An LSF member shall be nominated and appointed as the project coordinator to liaise with VACD and to keep LSF team informed of the progress on a regular basis.
5. VACD and LSF agree to abide by the respective Sri Lankan and Australian laws at all times. VACD and LSF fully understand that neither organisation could be held responsible in anyway for the misconduct or misdeed by the other organisation.
6. Neither party is financially or otherwise responsible or obligated in any way for the other party's responsibilities in joint projects.
7. Any activity undertaken by VACD which could affect the LSF shall be brought to the notice of LSF and vice versa.
8. After completion of each project or a stage of a project VACD shall submit a brief project report to LSF for their records, within one month of project completion or on a regular interval mutually agreed by both parties during the project life.
9. VACD undertakes to ensure that funds collected in any manner for any of the projects implemented under LSF umbrella shall not be given directly or indirectly to any organisation that supports terrorism or illegal activities in Sri Lanka, Australia or elsewhere in the world. VACD shall be aware of terrorism related issues and use their best endeavours to ensure that its funds do not provide direct or indirect support or resources to organisations and individuals associated with terrorism or any illegal activities.

10. VACD shall always ensure that projects implemented by VACD shall provide assistance to improve the well-being of those in need without favouritism or discrimination by race, religion, culture or political persuasion. Extreme care shall be taken not to influence either directly or indirectly to change the religious or political persuasions of project beneficiaries. The acceptance of specific religious beliefs or membership in a particular religious group shall not be a condition or a criterion for providing benefits for those in need, and those benefits shall flow fairly, without discrimination.
11. VACD members and any other volunteers involved in projects supported and implemented by the VACD who have physical access to children and under aged persons shall take all possible precautions to ensure that children and under aged persons are not made vulnerable to any form of abuse and exploitation.
12. VACD through any of their fundraising programs shall not advertise, encourage, promote or give exposure to, any organisation that supports any form of illegal activities in Sri Lanka, Australia or elsewhere in the world. Both LSF and VACD shall always be responsible for the accuracy of any information published in electronic and other forms of media.
13. LSF agree to keep and maintain accounts of funds raised by VACD for a particular project and related expenditure during the life of the project. A copy of the relevant accounts together with photocopies of all receipts shall be provided to LSF within one month after the completion of projects or as required by LSF. LSF shall include the details of these accounts in its annual financial statement and treat such details as confidential, excepting when required by government agencies.
14. LSF agree that full transparency is maintained in all monetary transactions relating to VACD's project by maintaining a separate bank account at Commonwealth Bank, Australia and for disbursement of funds a separate account at Sampath Bank, Sri Lanka.
15. LSF shall provide to VACD a copy of the annual financial statement of the LSF's account dedicated to VACD project not later than 31 Jan of the following calendar year. LSF shall also provide reports of the financial position of the project to VACD on a needs basis.
16. LSF agrees to work in partnership with VACD to make the Bandarawela Project a success while ensuring its long-term sustainability. Further, LSF and VACD agree to extend this model to other areas of the country if deemed opportune and appropriate.
17. VACD and LSF understand and agree that both organisations do have their project inspection and auditing tasks. Both parties agree in good faith to cooperate with each other for undertaking such tasks under this MOU. VACD agrees in kind to assist any LSF member or their nominee visiting any related place, event or person, or requesting access to documentation and other assets and vice versa.

18.All correspondences to LSF shall be addressed either to the President ([president@laksaviya.org.au](mailto:president@laksaviya.org.au)) or the Secretary ([secretary@laksaviya.org.au](mailto:secretary@laksaviya.org.au)) or to LSF's nominated Project Coordinator except for accounts related queries, which are to be addressed to the Treasurer ([treasurer@laksaviya.org.au](mailto:treasurer@laksaviya.org.au)).

19.All correspondences to VACD shall be addressed to Australian Project Administrator: Mrs Yasmin Stephen ([fstephen@bigpond.net.au](mailto:fstephen@bigpond.net.au)) at No: 26, Worthing Place, Cherrybrook, NSW 2126, Australia.

20.In the event that any requests for assistance may not be met for genuine unforeseen reason/s neither party shall be held liable legally or in any other manner.

21.In the event of either VACD or LSF being dissolved, the net assets relating to projects covered by this MOU that remain after such dissolution shall be returned, if feasible, proportionately to the donors or transferred to one or more organisations with similar objectives subject to the approval of both parties, and shall not be carried on for the profit or gain of its individual members. Such organisation(s) that funds shall be donated to be determined jointly by VACD and LSF, and shall be an institution to which income tax deductible gifts can be made with a good standing at the time the transfer is made.

22.This agreement is written and agreed in good faith. Both parties agree that all eventualities cannot be covered and/or addressed in an MOU of this nature. Both parties shall make an attempt to resolve any issues amicably.

**SIGNATORIES**

Name: Tissa Liyanage

Name: Felix Stephen

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President

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Project Sponsor & Member of the  
Project Advisory Board

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**WITNESS**

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