



MEMORANDUM OF UNDERSTANDING & OPERATING GUIDELINES

for

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

&

**Volunteers to Assist Children with Disabilities Limited,
No: 48, Vishaka Mawatha, Bandarawela Sri Lanka**

This Memorandum of Understanding (MOU) and Operating Guidelines (OG) are made and entered into, in Bandarawela, Sri Lanka on the 5th day of November 2015.

BETWEEN

VOLUNTEERS TO ASSIST CHILDREN WITH DISABILITIES LIMITED, No: 26, Worthing Place, Cherrybrook, NSW 2126, Australia – ACN 605 017 016 and ABN 80 605 017 016 which is a not for profit, non-government, limited liability company registered in Australia and consisting of likeminded volunteers whose objectives are to assist children with disabilities to overcome hardships associated with their physical and intellectual impairments and to eliminate social discrimination, community isolation and stigma, physical and sexual abuse while also aiming to alleviate poverty by providing financial assistance and vocational training to their families, assisting children and their parents achieve their individual and collective dreams and aspirations by providing medical help, special education including life skills training etc. for children and parents, conducting public awareness programs for the community and engaging with the local community, local businesses, government departments and ministries to improve their welfare, gain local community acceptance and promulgate the rights of children and parents. (Hereinafter called and referred to as VACD Ltd)

AND

VOLUNTEERS TO ASSIST CHILDREN WITH DISABILITIES LIMITED, No: 48, Vishaka Mawatha, Bandarawela, Sri Lanka which is a not for profit, non-government, limited liability company established in Sri Lanka and consisting of likeminded volunteers whose objectives are to assist children with disabilities in the Uva Province in Sri Lanka and then across the entire country, to overcome hardships associated with their physical and intellectual impairments and to eliminate social discrimination, community isolation and stigma, physical and sexual abuse while also aiming to alleviate poverty by providing financial assistance and vocational training to their families, assist children and their parents achieve their individual and collective dreams and aspirations by providing medical help, special education including life skills training etc. for children and parents, conducting public awareness programs for the community and engaging with the local community, local businesses, government departments and ministries to improve their welfare, gain local community acceptance and promulgate the rights of children and parents (Hereinafter called and referred to as VACDSL).

BACKGROUND

1. Both VACD Ltd and VACDSL agreed to strengthen their existing working partnership through an MOU and OG in order to achieve their stated common goals, ideals and objectives.
2. This MOU and OG are intended to outline and describe the terms and conditions that govern the VACD Ltd and VACDSL working partnership in order to ensure the continuation of projects and programs being implemented and projects yet to be implemented, in the Uva Province of Sri Lanka and in other provinces of the country, at a later stage.

TERMS AND CONDITIONS:

Both VACD Ltd and VACDSL believe and ensure that each party's objectives broadly fall in line with the mutual aims of helping disabled children and moreover that those objectives do not violate each other's constitution, operating guidelines, established policy guidelines and/ or the code of ethics and therefore agree on the following:

1. VACD Ltd and VACDSL understand and agree that this MOU and OG are primarily applicable to all activities, projects and programs that are mutually identified and funded solely by VACD Ltd and/or with VACDSL assistance.
2. The VACDSL Board agrees to read, understand, implement and abide by the Child Protection Policy, Code of Conduct for leadership and Volunteers, Privacy & Refund Polices, Terms & Conditions – Privacy & Refund Policies and Anti-Terrorism, Anti-Fraud and Anti-Money Laundering Policies that were

- implemented and adopted by VACD Ltd and to ensure that VACDSL advise and educate all volunteers and staff of their individual responsibilities and obligations towards VACD Ltd and VACDSL, based on these policies.
3. VACD Ltd and VACDSL agree to abide by the respective Sri Lankan and Australian laws, covenants, conventions and practices at all times.
 4. VACD Ltd and VACDSL fully understand that neither organisation could be held responsible in anyway for the misconduct or misdeeds of the other organisation.
 5. VACD Ltd and VACDSL understand that both parties are responsible and are obliged to support all joint projects and programs, be they financial or otherwise.
 6. The VACDSL Board must take appropriate measures to ensure that VACDSL funds are not misused or misappropriated and that anyone authorised to handle VACDSL funds should account for all expenses incurred with supporting documents and that the Board must act immediately to stop the misuse or misappropriation of funds no sooner they are made aware of it, recover misused or misappropriated funds and take suitable disciplinary action against the perpetrator/s for the violation of trust, responsibilities and abuse of official position and report the incident to VACD Ltd immediately.
 7. The VACDSL Board must be aware that VACD Ltd will not reimburse or make good misused or misappropriated funds and must make all endeavours to recover or make good such funds themselves.
 8. Any activity undertaken by VACDSL which could affect VACD Ltd shall be brought to the notice of VACD Ltd and vice versa.
 9. VACDSL should submit a detailed analysis of costs and benefits of all new projects to the VACD Ltd Board for approval before making any commitment towards same.
 10. VACDSL must ensure that no member or non member is authorised to solicit or collect funds or donations for VACDSL without the prior approval of the VACDSL Board and any such action should be notified to VACD Ltd immediately for covering approval.
 11. VACDSL should ensure that funds collected in any manner for any of the projects implemented under this agreement 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.
 12. VACDSL should be fully aware of terrorism related issues and use their best endeavours to ensure that funds do not provide direct or indirect support or resources to organisations and individuals associated with terrorism.
 13. VACDSL Leadership should be fully aware and ensure that the guidelines outlined in VACD Ltd Anti-Terrorism, Anti-Fraud and Anti-Money Laundering policies are well understood and adhered to at all times.

14. VACDSL shall always ensure that projects implemented by VACD Ltd shall provide assistance to improve the well-being of disabled children and their families in need in the Uva province without favouritism or discrimination by race, religion, culture or political persuasion. Extreme care shall be taken to ensure that no direct or indirect pressure or influence is applied on any project or program beneficiaries to change their religious, political or cultural beliefs and leanings. 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 and evenly without any discrimination or favours.
15. VACDSL members and any other volunteers who have physical access to disabled children and are involved in projects supported and implemented by VACDSL or VACD Ltd shall take all possible precautions to ensure that these children are not subjected to or placed in a position that makes them vulnerable to any form of abuse and/or exploitation.
16. VACDSL Leadership should be fully aware and ensure that the guidelines outlined in VACD Ltd Child Protection Policies and Code of Conduct for leadership and volunteers are well understood and adhered to at all times.
17. VACDSL shall not advertise or give exposure to any organisation that supports illegal activities in Sri Lanka, Australia or elsewhere in the world. Both VACD Ltd and VACDSL shall always be responsible for the accuracy of any information published in electronic and other media.

OPERATING GUIDELINES:


1. VACDSL must ensure that all official bank accounts are operated by persons authorised under the VACDSL Constitution or by the VACDSL Board.
2. VACDSL shall provide VACD Ltd with detailed financial statements of income and expenditure on a monthly basis with photocopies of bank statements for the month and "cash in hand" supporting the financial statements and these reports should be furnished to VACD Ltd as early as practicable at the start of the new month.
3. VACDSL should submit a monthly detailed projected expense report to the VACD Ltd Board for consideration and approval prior to incurring any such expenditure. This report must be submitted in the in the last week of every month so that funds can be transferred to meet expenses that will be incurred during the following month.
4. VACDSL should support all expenditure incurred with official invoices or official receipts which should be retained by VACD Ltd for up to seven years.
5. VACDSL should provide VACD Ltd with an audited annual statement of income and expenditure by early July every year because the financial year for VACD Ltd is 1st July of one year to 30th June of the next year.
6. VACDSL and VACD Ltd 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.

7. VACDSL agrees in kind to assist any VACD Ltd member or their nominee visiting any related place, event or person, or requesting access to documentation and other assets and vice versa.
8. All correspondence to VACDSL shall be addressed to the Chairman VACDSL or the Secretary VACDSL or a nominated person at VACDSL.
9. All correspondence to VACD Ltd shall be addressed to the Chairman VACD Ltd, the Secretary VACD Ltd or to the VACD Ltd Administration & Communications Secretary, depending on the subject matter.
10. 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.
11. In the event of either VACD Ltd or VACDSL being dissolved or wound up, the terms and conditions outlined in the constitution of each company for winding up operations will apply.

This agreement is written and agreed in good faith. Both parties agree that every possible eventuality 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: S M D M A Perera


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Chairman
Volunteers to Assist Children
with Disabilities Limited
No: 58, Vishaka Mawatha
Bandarawela
Sri Lanka

Name: Felix Stephen


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Chairman,
Volunteers to Assist Children with
Disabilities Limited
No: 26, Worthing place,
Cherrybrook
NSW 2126
Australia

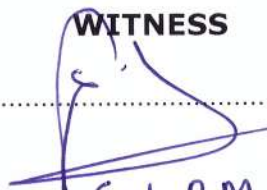
WITNESS


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Name: A. A. Ratnayake

Date: 05/11/2015

WITNESS


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Name: Col. R.M. Kumarasinghe

Date: 05.11.2015