



*Church Agencies Network  
Disaster Operations*

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Churches Collaborating to  
Enhance Community Resilience  
to Disaster and Conflict

# **MEMORANDUM OF UNDERSTANDING**

## **CHURCH AGENCIES NETWORK DISASTER OPERATIONS**

**Revised October 2017**



## Use of documentation

### Memorandum of Understanding

This document sets out the basis on which Members of the Church Agencies Network Disaster Operations (CAN DO) have agreed to collaborate, outlining the purpose, principles, overarching structures and review mechanisms. The MOU also contains the operational requirements required to be followed by all CAN DO Members.

The October 2017 MOU is a revision of the original MOU signed by CAN DO Members in June 2016. It has been updated to reflect changes in operations, acquisition of external funding opportunities, creation of guiding documents and clarification in general to the original MOU.

Attachment A - Financial and in-kind contributions

Attachment B – The Specific Project Funding Agreement and the Specific Project Schedule

### The Specific Project Funding Agreement

The Specific Project Funding Agreement will be the template for funding agreements between the Lead Agency, as identified in the MOU, and a CAN DO Member where funding (either external or internal or mixed) is to be provided to a CAN DO Member for the implementation of a specific project. Details of the specific role to be carried out by the individual CAN DO Member will be detailed in the Schedule to the Specific Project Funding Agreement.

### The Specific Project Schedule

The Project Schedule will include a summary of objectives and responsibilities to be achieved by the CAN DO member, as per the overall project proposal. It will also include the overall project proposal and detailed budget for reference.



# CHURCH AGENCIES NETWORK - DISASTER OPERATIONS (CAN DO) MEMORANDUM OF UNDERSTANDING BETWEEN

## THE PARTIES

Act for Peace (AfP), Adventist Development and Relief Agency (ADRA), Anglican Board of Mission (ABM), Anglican Overseas Aid, Australian Lutheran World Service (ALWS), Baptist World Aid Australia / Transform Aid International (TAI), Caritas Australia (CA) and UnitingWorld

## BACKGROUND

The Church Agency Network (CAN) is a group of eleven Australian faith-based Non-Government Organisations (NGOs). Eight of the agencies are now coming together under the name of Church Agencies Network Disaster Operations (CAN DO) to build the resilience of communities with whom the agencies work, to strengthen the capacity of partner organisations, and to enhance agencies' effectiveness in responding to disasters, especially in the Pacific region.

## PRINCIPLES

- *Faith matters* – CAN DO and its Partners are guided by Christian values and identity
- *It's not about us* – CAN DO and its Members will focus on the most vulnerable, at-risk communities
- *Learning and improvement* – Members will reflect on their work to strengthen CAN DO's effectiveness
- *Valuing what each entity brings* – Members will balance unity with contributing according to capacities, opting in or out as appropriate
- *Trust and respect* – Members will mutually respect and honour each other's Partnerships and church structures
- *Transparency* - Members will be open and thoughtful in all representations

## PURPOSE

The purpose of this MOU is to describe the principles, intended outcomes and commitments guiding our humanitarian collaboration. This MOU is to be read with<sup>1</sup>:

1. The CAN Strategy,
2. The Strategic Framework: '*CAN DO Roadmap to Resilient Communities*', and
3. The Consortium '*Coordination and Communications Framework*'.

## VISION

*'Churches collaborating to enhance community resilience to disaster and conflict'*

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<sup>1</sup> See [www.churchagenciesnetwork.org.au](http://www.churchagenciesnetwork.org.au)



## DEFINITIONS

**“CAN”** means Church Agencies Network

**“CAN Agency”** means one of the eleven organisations which constitutes Church Agencies Network

**“CAN DO”** means the Church Agencies Network Disaster Operations and is a collaboration comprised of eight Members of CAN who are parties to this MOU.

**“CAN DO Member”** means one of the eight CAN agencies which is a party to this memorandum of understanding

**“Confidential Information”** means information that is by its nature confidential, the organisation has designated as confidential or that parties knows or ought to know is confidential.

**“Consortium”** means the CAN DO Members who are signatories to this MOU

**“Completion Date”** means 30 June 2022

**“Collaboration”** means one or more CAN DO Members who are working together on a project

**“Counterparts”** means copies of this agreement that are signed by one or more CAN DO Members.

**“External Funding Authority”** means any organisation which is not a CAN Agency which has provided funding to CAN DO

**“External Funding Agreement”** means the Agreement, if any, entered into by one or more Parties to secure funding for a CAN DO Project.

**“Lead Agency”** means Caritas Australia until further notice

**“Manager Coordination Unit”** means the coordination manager employed by the Lead Agency on behalf of the Consortium

**“MOU”** means this Memorandum of Understanding

**“Partner”** means any other organisation, not currently a Member of CAN, who may be involved in CAN DO initiatives, and includes implementing organisations in-country.

**“Party”** means a party to this MOU

**“Privacy Act 1988”** means the law enacted by the Federal Government to regulate the handling of personal information about individuals

**“Project”** means any activity undertaken as part of a CAN DO collaboration

**“Schedule”** means the document annexed to the Specific Project Funding Agreement for funding agreements between the Lead Agency, as identified in the MOU, and a CAN DO Member where funding (either external or internal or mixed) is to be provided to a CAN DO Member for the implementation of a specific project.

**“Specific Projects”** means the projects developed out of this MOU from time to time the details of which will be set out in the Specific Project Funding Agreement.

**“Specific Projects Funding Agreement”** means the Project Funding Agreement Template, Annexure B that details particular obligations to a project taken on by a CAN DO Member and which receives funding.

**“Steering Committee”** means the committee responsible for CAN DO consortium governance



## 1) AREAS OF COLLABORATION

- 1.1 Our goal is that in five years (ending 30 June 2022) our local partner agencies are increasingly coordinated and competent across the spectrum of effective humanitarian response, early recovery, risk reduction and resilience building. As a result, lives are saved and communities are more resilient to disasters and conflict, and safer when these events strike.
- 1.2 In striving to achieve this vision and goal, CAN DO Members will put in place strategies and mechanisms to meet the following outcomes, drawn from the Roadmap:
  - a) Vulnerable communities are more resilient to disaster.
  - b) CAN DO is routinely coordinating the humanitarian and disaster risk management and reduction work of partner agencies and local Partners, and reporting on outcomes.
  - c) In times of disaster, CAN DO Members automatically collaborate and share intelligence.
  - d) More resources for preparedness and humanitarian work are leveraged by CAN DO.
  - e) CAN DO is linked into the global, regional and national networks with which individual agencies are engaged.
- 1.3 Opportunities for collaboration may include joint workshops, sharing lessons and methods with a view to formulating best practice methodologies, advocacy, and joint resource acquisition, for the ultimate benefit of Partners and communities on the ground. In preparing for and responding to disasters, CAN DO Members will coordinate efforts to maximize their speed and impact on the ground, to avoid duplication of effort, working towards improved and standardised systems, appropriate to local context. CAN DO Members will support the development and sharing of Christian faith-based methods for building the resilience of communities to disasters and conflict; a unique domain of the agencies. CAN DO Members will collaborate to formulate joint communications, to build local partner agency capacities in advocacy, to bring the voice of vulnerable communities to governments and funding agencies; and to advocate for CAN DO approaches to resilience and emergency response.

## 2) STRUCTURING AND RESOURCING

- 2.1 CAN DO will operate under the framework of the *Australian CAN Strategy* and its emerging structure, but with additional arrangements for collaboration and coordination on humanitarian and disaster risk management work. CAN DO will be guided by this MOU, the CAN DO Strategic Framework: '*CAN DO Roadmap to Resilient Communities*', '*CAN DO Coordination and Communications Framework*'.
- 2.2 CAN DO members commit to the continuous review and modification of the CAN DO structure and the way in which it is documented.
- 2.3 **Coordination Unit**
  - a) The Coordination Unit must operate in accordance with the current *CAN DO Coordination Unit Terms of Reference* developed by the CAN DO members.
  - b) The Coordination Unit fulfils a central coordination function for the Consortium, managing programming in collaboration with Consortium members, the lead agency, in-country leads, the steering committee, Australian



Non-Governmental Organisation (NGO) member agencies and the Australian Humanitarian Partnership (AHP) Support Unit.

- c) The Coordination Unit will be hosted by the Lead Agency
- d) The functioning of the Coordination Unit will be reviewed 12 months after the commencement of the Manager Coordination Unit to evaluate the Unit's effectiveness and to determine whether the provisions of the *CAN DO Coordination Unit TOR* have been adequately covered. The performance of the Manager Coordination Unit will be reviewed at least annually by the Lead Agency's Humanitarian Manager in line with the Lead Agencies internal performance management process, with input from the Steering Committee Chair.

#### 2.4 Lead Agency

- a) The Lead Agency will operate in accordance with the *CAN DO Lead Agency Terms of Reference* approved by the CAN CEOs.
- b) The lead agency carries the ultimate responsibility for an effective and efficient humanitarian program, across the consortium's global response and capability strengthening components.
- c) The Lead Agency, will:
  - (i) establish the CAN DO Coordination Unit and appoint the Manager Coordination Unit;
  - (ii) have input into the setup of the Steering Committee and be accountable to it.
- d) CAN DO Members agree that Caritas Australia will serve as the Lead Agency for the consortium, at this stage of the collaboration, unless otherwise determined.
- e) Subject to its contractual obligations to any External Funding Authority, if Caritas Australia considers at any time in the future that it does not wish to continue as the Lead Agency, then a new Lead Agency will be appointed by the CAN DO Members by mutual agreement. Caritas Australia will give three months' notice of its intention to withdraw as Lead Agency.
- f) The Lead Agency is accountable to all other CAN DO agencies, via the Steering Committee. The Lead Agency, with the support of the Coordination Unit, must prepare an annual report for the Steering Committee summarising the progress and expenditure of the previous 12 months. The Steering Committee will review the annual report and make recommendations as appropriate.

#### 2.5 Steering Committee

- a) The Steering Committee must operate in accordance with the approved *CAN DO Steering Committee TOR*.
- b) The Steering Committee is responsible for approving strategic direction and governance and consortium representation, with direct relationships with the Coordination Unit, ANGOs and CAN CEOs.
- c) The Steering Committee will be comprised of 4 Members, who will rotate annually in groups of two to ensure that all CAN DO Members are represented



on the Committee in any two year period. The Lead Agency will be a standing Member of the Committee.

- d) The Steering committee is accountable to the CAN CEOs and must provide updates, finance and progress reports to the CAN CEO's prior to each CAN CEO meeting. In particular, the Steering committee will evaluate the effectiveness of the structures implemented by the Lead Agency.

## 2.6 CAN DO Member Responsibilities

- a) Each CAN DO Member will commit both its own funding and staff resources to the consortium, a combination of in-kind and cash resources. Funding commitments will be determined during the annual budgeting cycle for the following financial year, and reviewed as external resources are raised. Commitments for Year 2 are outlined in Attachment A.
- b) Each participating CAN DO Member agrees to commit a proportion of staff time to Consortium initiatives, including Pacific capacity building or emergency response. The human resource commitment of an in-country lead is significantly higher, given the time required to coordinate the in-country consortium. The Lead Agency commits to the provision of at least one staff member full-time to Consortium management. Specific percentages may vary annually, depending on the role and level of the CAN DO Member, and are outlined for Year 2 in Attachment A.

## 2.7 Specific Projects

- a) If and when a CAN DO Member/s and their Partners enter into specific joint programs related to capacity building or response, roles and responsibilities will be determined and developed according to the relevant criteria proposed in the *CAN DO Coordination Communications Framework*.
- b) The Specific Project Funding Agreement Template, Attachment B, will be the template for funding agreements between the Lead Agency, as identified in the MOU, and a CAN DO Member where funding (either external or internal or mixed) is to be provided to a CAN DO Member for the implementation of a specific project. Details of the specific role to be carried out by the individual CAN DO Member will be detailed in the Schedule to the Specific Project Funding Agreement. It will outline specific obligations in additions to those of the CAN DO MOU and include, if relevant the External Funding Agreement Conditions.

## 2.8 Tenders

- a) If CAN DO Members agree to respond to a tender, Agencies that opt in to jointly bid for a formal tender may form a 'consortium' or discrete management arrangement for that tender. CAN DO Members will be transparent about their intentions to tender as part of, and separately from, CAN DO.

## 3) DURATION AND REVIEW OF THIS MOU

- 3.1 This MOU will be valid for five years (up to 30 June 2022) upon signing by all CAN DO Members. The MOU will be reviewed after the initial year, and at least once more in its five year duration.



3.2 Amendments to this MOU may be issued from time to time, and may be proposed by any signatory to the MOU by providing notice to the Coordination Unit, who will refer the proposed changes to the Steering Committee for consideration and action.

3.3 Amendments will be incorporated into the MOU and become valid upon signing of the amended MOU by all CAN DO Members.

#### **4) CONSTITUENCY ENGAGEMENT**

4.1 CAN DO Members agree to engage their broader constituencies to promote Australian humanitarian action and activity overseas thereby ensuring visibility and articulating Australian value-add.

#### **5) DISPUTE RESOLUTION**

5.1 To ensure continuous improvement in our partnership approach, a feedback mechanism will be developed jointly, and managed by the CAN DO Steering Committee.

5.2 Members agree, in good faith, to try to resolve any concern or dispute arising during the collaboration outlined in this MoU.

5.3 CAN DO Members will Refer to the *Conflict Prevention and Resolution Mechanism for the CAN DO Consortium* approved by the CAN CEOs Meeting on 20 July 2017 and where there is an External Funding Agreement, the additional dispute resolution clauses under that agreement if applicable.

#### **6) WITHDRAWAL AND TERMINATION**

##### **6.1 Withdrawal**

- a) A CAN DO Member wishing to withdraw voluntarily from the MOU, must give 28 days written notice served to the Chair of the Steering Committee and the Lead Agency.
- b) The Steering Committee and the Lead Agency will meet with the CAN DO CEO's to determine whether there are any impediments to the Member withdrawing from the MOU
- c) A Member may not withdraw from the MOU if it is currently a signatory to a Specific Project Funding Agreement except in accordance with the provisions of the Specific Project Funding Agreement and any associated External Funding Agreement.
- d) Any Member, who in the opinion of a majority of the members acting reasonably, is considered to be liable for a transgression or breach of contract will be required to withdraw from the MOU and, if appropriate, pay monetary compensation.

##### **6.2 Termination**

- a) Should irreconcilable differences arise between CAN DO Members or there are significant breaches of the terms of the MOU by any Member, the MOU can be terminated by mutual agreement, except where there is a current Specific Project Funding Agreement in relation to an existing project entered into by the Lead Agency with an External Funding Authority.
- b) Any Member requiring to terminate their participation in the MOU, must:
  - (i) to the fullest extent possible, minimise the impact of their departure on in-country Partners and other CAN DO Members;





- (ii) if required by the Lead Agency, indemnify the Lead Agency for any losses or damages incurred by the Lead Agency in accordance with the terms and conditions of the External Funding Agreement caused by their termination
- c) If the CAN DO Member is a signatory to a Specific Project Funding Agreement, the termination clauses contained in the Specific Project Funding Agreement and associated External Funding Agreement, if any, must also be adhered to.
- d) If there is any discrepancy between the MOU and the External Funding Agreement, then the External Funding Agreement will prevail.
- e) When a CAN DO Member is withdrawing from the MOU the following applies:
  - (i) all funds contributed by the Member will be refunded to it, less a deduction proportionate to their contribution for any reasonable expenses incurred prior to the termination;
  - (ii) the Member will no longer be bound by the terms of this Agreement except for clauses 10, 11 and 12 which survive the expiration or termination of the Agreement.
  - (iii) The Agreement will terminate in respect of the exiting Member but may continue in force with regard to the other Parties, provided that the financial viability of the Project is not put at risk
  - (iv) Where termination is due to clause 6.1(d) unless a majority of the remaining CAN DO Members decide to the contrary, there will be no refund of any money contributed by the exiting Member.
- f) Termination will not affect any rights or obligations of Members, exiting from this Agreement, which were incurred prior to the date of termination, unless otherwise agreed between a majority of the remaining CAN DO Members and the exiting Member. This includes the obligation to provide all input, deliverables and documents for the period of the exiting Member's participation.

## **7) COMMENCEMENT, DURATION AND TERMINATION**

- 7.1 A CAN DO Member organisation becomes a Party to the MOU upon signature of this document by a duly authorised representative.
- 7.2 This MOU has effect from the date on which the last Party signs as stated in the Schedule.
- 7.3 This MOU will continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the MOU, and any Specific Program Funding Agreement and if relevant External Funding Agreement.
- 7.4 This MOU will terminate on the Completion Date unless terminated earlier in respect of one or more Parties in accordance with Clause 6.

## **8) ORGANISATIONAL OBLIGATIONS OF CAN DO MEMBERS**

- 8.1 The Parties acknowledge that the Lead Agency has entered into a binding contract with the External Funding Authority, the breach of which could have adverse consequences for the Lead Agency and future CAN DO Projects. Each CAN DO Member will use its best endeavours to ensure that all terms of the Special Project Funding Agreement and relevant External Funding Authority are complied with.



- 8.2 Each CAN DO Member will ensure that payment of the funds and delivery of the in kind contributions as set out in Attachment A are made in a timely manner in accordance with the requirements of the Manager Coordination Unit.
- 8.3 By entering into this MOU, each CAN DO Member acknowledges that it is a condition requiring to be met prior to participating in a Project, that its organisation has policies and protections equivalent to the minimum standards required by DFAT and the ACFID Code of Conduct, in place to ensure:
- a) Child protection
  - b) Anti-terrorism and anti-corruption measures
  - c) Effective complaints handling
  - d) Internal fraud controls
  - e) Compliance with application of Australian and In-country laws (and treaties)
  - f) Appropriate record keeping systems
  - g) Procurement policies
  - h) Visibility and branding protocols
- 8.4 If required by an External Funding Authority or Third Party to provide evidence of compliance, the CAN DO Member concerned must produce the appropriate policies or withdraw from the Project.
- 8.5 If a CAN DO Member cannot comply or circumstances change in which they are unable to comply, the CAN DO Member must inform the Coordination Unit and the Lead Agency as soon as possible. The Coordination Unit and Lead Agency will work with the CAN DO Member to determine the best way forward in this regard.
- 8.6 Each CAN Member undertakes to respond efficiently to all requests, to ensure that all critical decisions are communicated in writing and to use their best endeavours in undertaking the specific tasks allotted to them to achieve appropriate outcomes and meet deadlines.

## 9) CONFIDENTIALITY AND PRIVACY

### 9.1 Confidentiality

- a) A CAN DO Member (Recipient) who receives Confidential Information from another CAN Agency or CAN DO Member (Discloser) or External Funding Agency, acknowledges that unauthorised disclosure of Confidential Information may cause irreparable damage to the Discloser and undertakes to take steps:
  - (i) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
  - (ii) not to disclose Confidential Information to any third Party without the prior written consent by the Discloser;
  - (iii) to ensure that internal distribution of Confidential Information by a Recipient will take place on a strict need-to-know basis; and
  - (iv) to return to the disclosing Party on demand all Confidential Information which has been supplied to, or acquired by the Recipient.



- (v) If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party and advise the Coordination unit.

## 9.2 Privacy

- a) Each CAN DO Member acknowledges that it is bound by the *Privacy Act 1988* and confirms that it will not act or engage in any practice that would breach the Australian Privacy Principles as contained in Schedule 1 of the *Privacy Act*, or obtain or make use of, any personal information unethically.

## 10) INTELLECTUAL PROPERTY

- 10.1 This clause must be read and construed in connection with the terms of any Project Funding Agreement and its specific External Funding Agreement if relevant and in the event of any conflict with those terms, the provisions of the External Funding Agreement will prevail. Otherwise, the CAN DO Member that is responsible for the creation of results from the Project, will own the intellectual property in those results.
- 10.2 Any results of the Project that are owned by an individual CAN DO Member can be used by the other CAN DO Members for non-commercial research activities on a royalty-free basis when written permission is provided by the CAN Member who owns the results. No reasonable request can be refused.
- 10.3 Each CAN DO Member will be entitled to use the jointly owned results of any Project for non-commercial research activities on a royalty-free basis and without requiring the prior consent of the other joint owner(s).
- 10.4 In the case of joint ownership, each CAN DO Member will be entitled to exploit the joint results as it sees fit, and to grant non-exclusive licences, without obtaining any consent from, or paying compensation to, or otherwise accounting to any other CAN DO member unless otherwise agreed between the other joint CAN DO Member owners.
- 10.5 The CAN DO Members will confer and agree together on the protocols and acknowledgments to be used on any presentation or publication of the results of a Project.
- 10.6 Use of names, logos or trademarks
  - a) Nothing in this MOU will be construed as conferring rights to use in advertising, publicity or otherwise the name of any CAN DO Member or any of their logos or trademarks without their prior written approval.
  - b) The CAN DO Members will be guided by the *CAN DO Coordination Communications Framework* which includes communications and branding information. This will include the use of the CAN DO Logo itself and or other CAN DO Member's logos.

## 11) INSURANCE

- 11.1 Each CAN DO Member must maintain appropriate policies of insurance including any insurance policies as stipulated in an External Funding Agreement.
- 11.2 Each CAN DO member must hold sufficient public liability and professional indemnity insurances to cover their performance of the services; and.



11.3 Liability for any work related injury (as defined under the Work Health and Safety Act 2011) sustained by an employee of the CAN DO Member in performing the services will be the responsibility of the employer CAN DO Member.

11.4 Each CAN DO Member must provide certificates of currency of such policies to the Manager Coordination Unit or the External Funding Authority as applicable, upon request.

11.5 Each CAN DO Member must notify the Manager Coordination Unit immediately if it is unable to meet any of the insurance obligations outlined above.

## **12) COMPLIANCE**

12.1 Each CAN DO Member must comply with the terms and conditions of the CAN DO MOU, and the Specific Project Funding Agreement, if any and ensure that there is no breach of the law ('the Law') of the place where the Project is carried out.

12.2 Each CAN DO Member must comply with the reasonable requests of the Manager Coordination Unit in connection with the management of CAN DO and any Specific Project Funding Agreement and relevant External Funding Agreement in effect.

12.3 Any breach of the CAN DO MOU, a Specific Project Funding Agreement or the Law, must be reported to the Manager Coordination Unit as soon as possible for appropriate action.

## **13) DISPUTE RESOLUTION**

13.1 The Parties must in good faith try to resolve between themselves any dispute arising out of this MOU

13.2 CAN DO Members will refer to the Conflict Prevention and Resolution Mechanism for the CAN DO Consortium approved by the CAN CEOs Meeting on 20 July 2017, and where there is an External Funding Agreement, the additional dispute resolution clauses under that agreement if applicable.

## **14) NOTICES**

14.1 Any notice under this Agreement must be in writing and sent to the address of the addressee as noted in item 2 of the Schedule or such other address as may subsequently be advised.

14.2 Notice will be considered as given and received:

- a) if delivered by hand, when delivered to the addressee
- b) if sent by post, three business days from and including the date of postage

14.3 A Notice under this Agreement may not be relied upon if given solely by email or facsimile transmission.

## **15) LEGAL RELATIONS**

15.1 This Agreement is not entered into as a formal or legal agreement and is not subject to any legal jurisdiction.

15.2 There is no intention to create legally binding obligations between the CAN DO Members as the Parties rely on the goodwill and integrity of each other to ensure the success of CAN DO and the Projects that CAN DO undertakes.



15.3 The Parties, their agents and contractors agree not to hold one other liable for any loss or damage, either directly or indirectly, sustained through the actions or negligence of any other Party.

## 16) EXECUTION

### 16.1 Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.



## EXECUTION of the CAN DO Memorandum of Understanding

By signing this MOU the parties agree to use their best endeavours to fulfil the obligations they have undertaken as set out in this document.

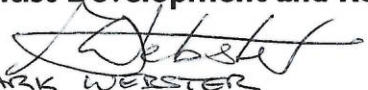
### 1. For: Caritas Australia

Signature:  Date: 21/11/17  
Name: Paul O'Callaghan  
Position: Chief Executive Officer  
Postal Address: GPO Box 9830 Sydney NSW 2001  
Street Address: 24-32 O'Riordan St Alexandria NSW 2015  
Tel: (02) 8306 3400 Fax: (02) 8306 3401


### 2. For: Act for Peace

Signature:  Date: 31st Oct 2017  
Name: Janet Cousens  
Position: Executive Director  
Postal Address:  
Street Address: L7, 379 Kent St, Sydney NSW 2000  
Tel: (02) 8259 0825 Fax: ( )

### 3. For: Adventist Development and Relief Agency (ADRA)

Signature:  Date: 31 OCTOBER 2017  
Name: MARK WEBSTER  
Position: CEO  
Postal Address: 146 FOX VALLEY ROAD, WARROONGA, NSW 2076  
Street Address:  
Tel: (02) 9489 5488 Fax: ( )

### 4. For: Anglican Board of Mission (ABM)

Signature:  Date: 6/12/2017\*  
Name: JOHN DEANE  
Position: EXECUTIVE DIRECTOR  
Postal Address: L6/51 DRUETT STREET  
Street Address: SYDNEY NSW 2000  
Tel: (02) 9264 1021 Fax: (02) 9261 3560

\* Electronic signature approved and affixed on 9/11/2017.



**5. For: Anglican Overseas Aid**

Signature: *R Mitchell* Date: 31/10/17  
Name: Dr Bob Mitchell  
Position: CEO  
Postal Address: P.O. BOX 389 ABBOTSFORD, VIC 3067  
Street Address: 1/65 VICTORIA PARADE  
Tel: (03) 94956100 Fax: (03) 9495 6891

**6. For: Australian Lutheran World Service (ALWS)**

Signature: *Chery Matthew* Date: 01/11/17  
Name: Chery Matthew  
Position: Executive Director  
Postal Address: PO Box 488 Albury, NSW, 2640  
Street Address: 10 Somerset Dr Albury, NSW, 2640  
Tel: (02) 6021 5329 Fax: (02) 6021 4504

**7. For: Baptist World Aid Australia / Transform Aid International (TAI)**

Signature: *Peter Leau* Date: 10-11-2017  
Name: Peter Leau  
Position: Company Secretary  
Postal Address: Locked Bag 2200, North Ryde BC, NSW 1670  
Street Address:  
Tel: (02) 94511199 Fax: ( )

**8. For: Uniting World**

Signature: *Sureka Goringe* Date: 31/10/2017  
Name: Sureka Goringe  
Position: NATIONAL DIRECTOR  
Postal Address: PO BOX A2266, SYDNEY SOUTH, NSW 1235  
Street Address: LEVEL 10, 222 PITT ST, SYDNEY, NSW 2000  
Tel: (02) 82674215 Fax: ( )



## MOU Attachment A

### FINANCIAL AND IN-KIND CONTRIBUTIONS\*

Agency Name	Financial Commitment \$	Staff / Other Commitment
Anglican Board of Mission	20,000	0.25 FTE
Adventist Development and Relief Agency Australia	40,000	0.5 FTE Beryl Hartman
Act for Peace	40,000	0.5 FTE
Australian Lutheran World Service	30,000	0.25 FTE program officer emergencies' time
Anglican Overseas Aid	20,000	1.0 FTE – Tim Hartley Host Manager CAN DO CU
Caritas Australia	50,000	1.0 FTE to Coordination Unit; Host Coordination Unit
TransformAid International	50,000	0.20 FTE of staff time available for ongoing consortia maintenance and surge capacity during disasters.
UnitingWorld	40,000	0.25 FTE

\*these contributions are for Year 2 (FY 2017/18) and will be updated either annually or as program designs and budgets are approved.





## Attachment B

### CAN DO Specific Project Funding Agreement

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*BETWEEN*

***Caritas Australia “Lead Agency”***

*(ABN 90 970 605 069; 24-32 O’Riordan Street, Alexandria NSW 2015 Australia)*

*AND*

***[CAN DO Member “Recipient”***

***ABN, Address]***

*FOR*

***[Project name and funding reference]***

When to use this Agreement:

This CAN DO Specific Project Funding Agreement, here after called the Agreement should be used when a CAN DO Member receives funds to deliver a CAN DO project that is either funded through an External Funding Agency such as the DFAT AHP program or funded internally or a mixture of both. In all circumstances, when funding is to be transferred to a member to carry out work, this Agreement or a version thereof should be used.

tel/ 1800 024 413    fax/ +61 2 8306 3401    web/ churchagenciesnetwork.org.au  
24-32 O’Riordan Street, Alexandria NSW 2015



## Definitions

**"AHP"** means the Australian Humanitarian Partnership

**"CAN DO"** means Church Agency Network Disaster Operations

**"CAN DO Member"** means one of eight agencies that make up the CAN DO

**"CAN DO MOU"** means the CAN DO Memorandum of Understanding

**"Coordination Unit"** means The Unit that manages CAN DO coordination

**"DFAT"** means Department of Foreign Affairs and Trade

**"External Funding Agency"** means an agency that is not part of CAN DO that has provided funds for a project.

**"External Funding Agreement"** means the Agreement, if any, entered into by one or more Parties to secure funding for the Project.

**"Lead Agency"** means Caritas Australia until further notice as noted in the CAN DO MOU

**"Party/ies"** means a party to this Specific Project Funding Agreement

**"Persistent Breach"** means three or more breaches of the same clause outlined in this agreement.

**"Recipient"** means the CAN DO Member signing this Agreement

**"Receipt of Invoice"** means a document completed by the party who has received funds from the Lead Agency and is sent to the Lead Agency to notify that funds have been transferred.

**"Schedule/Proposal"** means the document that is annexed to this Agreement outlining the Project details and budget

**"Specific Project"** means the Project, the subject of this Consortium Agreement

**"Sub-contractors"** means any other organisation or person contracted by any of the Parties to fulfil any part of this Agreement including but not limited to in country partners, contractors and other stakeholders.

**"Total Funding Commitment"** means the total funds allocated to the project.



## 1. Purpose of this Agreement

- 1.1. To outline the main objectives of the Specific Project covered in this Agreement, which is associated with a CAN DO Project that may have more than one Specific Project Funding Agreement in place and or has External Funding Agreement associated with it.
- 1.2. To outline the obligations of the parties signing this Agreement in meeting the funding requirements as set out by CAN DO and the External Funding Agency (if relevant).

## 2. Terms of this Agreement

- 2.1. This Agreement comes into effect when signed by both the Lead Agency and the CAN DO Member who is the Recipient in this Agreement. It applies from the start of the period of implementation (as stated in 2.2) and will continue until all obligations under this Agreement have been fulfilled or this Agreement is terminated.
- 2.2. The parties to this Agreement must commence services no later than the date specified in the schedule, Annex 1, item 6.
- 2.3. And must complete the services no later than the date specified in the schedule, Annex 1, item 7:
- 2.4. Each Party to this Agreement will have signed and committed to the CAN DO MOU outlining the ways in which the CAN DO Members are working together and also commit to complying with other CAN DO guidance documents including:
  - 2.4.1. CAN Strategic Plan
  - 2.4.2. CAN DO Road Map to Resilient Communities
  - 2.4.3. CAN DO Coordination and Communications Framework and its associated annexes
  - 2.4.4. All other CAN DO documents that are developed and updated from time to time
- 2.5. To the extent of any inconsistency between the documents in this Agreement, the following order of precedence (highest to lowest) will apply:
  - 2.5.1. External Funding Agreement associated with this Specific Project
  - 2.5.2. Specific Project Funding Agreement
  - 2.5.3. Schedule to this Specific Project Funding Agreement
  - 2.5.4. CAN DO MOU
  - 2.5.5. CAN DO Coordination Framework
  - 2.5.6. Any other Documents incorporated by reference in this Agreement
- 2.6. The Recipient undertakes to take part in the efficient implementation of the Specific Project and to cooperate, perform and fulfil, promptly and on time and in good faith, all of its obligations under the Specific Project Funding Agreement and the relevant External Funding Agreement as may be reasonably required from it.



- 2.7. The Recipient undertakes to act ethically and to notify promptly, in accordance with the governance structure, any significant information, fact, problem or delay likely to affect any CAN DO project or Specific Project including but not limited to areas relating to counter terrorism, fraud, performance, conflict of interest, insurances, anti-corruption, compliance, security, confidentiality, privacy, and sub-contracting to the CAN DO Coordination Unit, immediately.
- 2.8. The Recipient will promptly provide all information reasonably required by a CAN DO Member or by the Manager of the Coordination Unit to carry out their tasks.
- 2.9. The Recipient will take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties including the relevant confidentiality requirements.
- 2.10. If required by an External Funding Agency, the Recipient authorises the publishing of the name of the parties and any other subcontractors to this Agreement and the nature of the services that the parties and other sub-contractors are contracted to perform.

### 3. Co-operation

- 3.1. The Recipient acknowledges and agrees that the project and activities associated with this Agreement may form part of a broader overarching project managed by CAN DO and in turn will work with and provide reasonable assistance to other CAN DO Members and their partners.
- 3.2. The Recipient also acknowledges and agrees that the project and activities associated with this Agreement may also be related to other projects and or activities supported by an External Funding Agency. In this case the recipient will cooperate with other related stakeholders on request from the External Funding Authority and the CAN DO Coordination Unit.
- 3.3. The Recipient also acknowledges and agrees that the primary contact for this Agreement is the CAN DO Coordination Unit, which has been established by the Lead Agency. All communication should be directed to the Coordination Unit who will then review and forward required information to the relevant CAN DO structure or External Funding Authority.

### 4. Project Funds

- 4.1. Total Funding Commitment for the Specific Project is as specified in the schedule, Annex 1, item 10.
- 4.2. The Funds for this project have been provided through the funding source specified in the Schedule, item 9 and is therefore subject to all compliance requirements of the Funding Source Agreement as attached to this Agreement.



- 4.3. The Schedule of Payment of funds and criteria is as specified in the Annex 1. Schedule, item 16.
- 4.4. The budget and costs associated with this Agreement are included in the project budget Annex 3, Project Budget.
- 4.5. The Recipient agrees to the following obligations in managing the Agreement funds:
  - 4.5.1. To use the funds provided by the Lead Agency and any interest, exchange rate gains or losses or other income gained from those funds, solely for the agreed project proposal included in Annex 2, Project Proposal.
  - 4.5.2. To advise the Coordination Unit in writing of any proposed overspending of more than 10% on any approved budget line and any proposed spending on a new budget line, and to seek the Lead Agency's written agreement to such spending prior to implementation.
  - 4.5.3. To advise the Coordination Unit immediately or at least 3 months prior to the completion of the Specific Project if any overspend or underspend is expected to occur.
  - 4.5.4. Any overspend unless approval has been provided by the Coordination Unit in writing, will be borne by the Recipient.
  - 4.5.5. Any un-utilised funding must be returned to the Lead Agency within 15 days, once the Coordination Unit has approved the final budget acquittal (Financial Report). Roll over of funds may be considered if approved by the External Funding Agency and the Coordination Unit prior to the completion of the Agreement.
  - 4.5.6. To comply with any applicable legal and statutory requirements (including payment of taxes and compliance with the labour law), the legal, social, and liability obligations of any employees of the Recipient, will remain the exclusive responsibility of the Recipient.
  - 4.5.7. Funding for this Agreement may be reduced due to changes in the External Funding Agreement or other unforeseeable circumstances, in which case, the CAN DO Coordination Unit will work with the Recipient in reducing grant and administrative funds accordingly.



## 5. Reporting Requirements

- 5.1. The Recipient agrees to provide the CAN DO Coordination Unit with narrative and financial reports covering the periods and by the due dates, specified in the Schedule Annex 1, item 17.
- 5.2. From time to time an ad hoc request for an additional report not listed above may occur. In this instance the Recipient will have no less than 4 weeks after the date of request to produce the report to the CAN DO Coordination Unit.
- 5.3. The report format must comply with CAN DO and the External Funding Agreement requirements.
- 5.4. The Recipient must ensure that all reports are accurate, incorporate sufficient information, comply with DFATs Guidelines for Preparing Accessible Content (See DFAT Website: [www.dfat.gov.au](http://www.dfat.gov.au)), in Microsoft word or excel format, and do not contain any logos.
- 5.5. The Lead Agency may withhold payment of funds if the report does not meet the requirements outlined in the above clauses.

## 6. The Services

- 6.1. The Recipient shall provide the services as delegated to them and as outlined in the Schedule in Annex 1 and the project Proposal Annex 2.
- 6.2. The Schedule shall include a description of services to be provided and milestones to be achieved under this Agreement.

## 7. Asset management

- 7.1. In addition to the External Funding Agreement specific in Clause 3.2, prior to the completion of this Agreement the Recipient will provide the Coordination Unit with a list of all existing assets and propose how they will be disposed of or handed over for approval by the Coordination Unit.

## 8. Compliance

- 8.1. The Recipient will perform their services as per the CAN DO MOU, and all other related CAN DO Documents mentioned in Clause 2.
- 8.2. In addition to 8.1, The Recipient will perform their services in compliance with all requirements of the External Funding Agreement specified in this Agreement in Clause 3.2 and as advised by the Lead Agency.



8.3. If the Recipient and any of its personnel or sub-contractors, cannot adhere to any of the above conditions they must inform the Coordination Unit and the Lead Agency immediately.

## 9. Insurances

9.1. The Recipient must ensure that they and their Sub-Contractors obtain valid, and enforceable appropriate insurance policies relevant to the performance of this activity insurances as outlined in the CAN DO MOU and the External Funding Agreement.

9.2. Where there is a discrepancy between the CAN DO MOU and the relevant External Funding Agreement in relation to insurances, the External Funding Agreement will prevail.

9.3. If in the event that The Recipient and or their Sub-Contractors cannot provide appropriate insurance cover as specified in clause 9.1 they must inform the Coordination Unit immediately and prior to receiving any funds.

9.4. The Recipient expressly indemnifies the Lead Agency and the External Funding Agency/ies from liability for any future claims arising from a breach of this clause 9 or for claims which are not satisfied by the insurance policies held by Parties or their Sub-Contractors.

## 10. Sub-Contracting

10.1. The Recipient will ensure that any agreements/contracts with any contractors/consultants or implementing partners reflect the obligations outlined in this Agreement, the CAN DO MOU and the External Funding Agreement.

10.2. The Recipient will ensure partners, Sub-contractors and personnel have the appropriate policies and procedure in place, in line with the DFAT Accreditation standards and the ACFID Code of Conduct.

10.3. The Recipient will provide the Coordination Unit with a list of all Sub-contractors engaged under this Agreement when the Sub-contractor engagement is confirmed.

10.4. Any subcontract entered into by The Recipient for the performance of any part of this Contract must contain mandatory clauses as noted in the External Funding Agreement, including clauses which:

10.4.1. Authorise the External Funding Agency and or CAN DO to publish details of the name of the Sub-contractor and the nature of the Services that the Sub-Contractor is subcontracted to perform;

10.4.2. Reserve a right of termination to take account of the External Funding Authority and or CAN DO right of termination for convenience or breach as outlined in the CAN DO MOU and the relevant External Funding Agreement.



10.4.3. Under which the Sub-contractor assumes all the Recipient's obligations (including all obligations under Australian Law and development policies), and gives all the warranties the Recipient gives, under this Agreement to the extent they are relevant to the Services the Sub-contractor is subcontracted to perform; and

10.4.4. Give the relevant External Funding Authority and or the Lead Agency the right of substitution to novate the sub contract to another Sub-contractor

## 11. Record Keeping

11.1. The Recipient and any Sub-contractors will keep full accurate and up to date accounts and records relating to the performance of the parties' obligations under this Agreement as per the relevant External Funding Agreement requirements.

11.2. The Recipient and any Sub-contractors will retain all accounts and documents for a period of seven years after termination or expiration of this Agreement.

## 12. Branding

12.1. The Recipient must follow the branding guidelines that may be set out in the CAN DO Documents listed in 2.4 where appropriate, within operational capacity and must not compromise safety and security.

12.2. Where there is an existing relevant External Funding Agreement, the Recipient must also follow the branding guidelines outlined in that agreement including any references to other related documents.

12.3. For any DFAT funded projects or activities the DFAT Guidelines "Branding aid projects and initiatives: for managing recipients, multilateral organisation and other partners" (as updated from time to time and available at <http://dfat.gov.au>) must be adhered to at all times.

## 13. Intellectual Property

13.1. The Recipient must following the Intellectual Property requirements referred to in the CAN DO MOU.

13.2. Where there is an existing relevant External Funding Agreement the External Funding Agreement obligations must be followed as advised by the Coordination Unit.

## 14. Publicity

14.1. The Recipient may not make any media or other announcements or releases about any existing External Funding Authority, CAN DO and or its Members, without the written approval of the CAN DO Coordination Unit.





## 15. Audit

15.1. The External Funding Agency representatives may visit the Recipient and or its partners, Sub-contractors at any time, after giving reasonable notice, to audit, spot check, review and evaluate activities supported with the External Funding Agency funds. Staff of the Recipient must cooperate fully with any request for assistance as part of any such audit, spot check or study, affording adequate facilities for audit and inspection of financial records and systems and allowing copies and extracts to be taken. This clause survives the agreement for seven years after its termination or completion.

## 16. Termination

16.1. This Agreement will terminate on the Activity End Date unless terminated earlier in respect of one or more Parties in accordance with the CAN DO MOU, other guiding documents as mentioned in Clause 2 or as outlined in the relevant External Funding Agreement specified in 3.2.

16.2. If there is any discrepancy between the termination obligations outlined in the CAN DO MOU and other guiding documents outlined in Clause 2 and the External Funding Agreement, the External Funding Agreement will prevail.

16.3. Termination may occur due to a breach or persistent breach, where by the Coordination Unit or the External Funding Agency deems that it is not capable of remedy or that the Recipient fails to remedy within 10 business days of receipt of notice from the Coordination unit or the External Funding Authority.

16.4. Termination may also occur for convenience, by notice by the External Funding Agency or the Coordination Unit from the time specified in the notice and for any reason. The Parties acknowledge and agree that such a determination by the External Funding Authority may be made in the absence of a breach of this Agreement by the Recipient and due to circumstances beyond the Recipient's control.

16.5. If termination is activated, then the Recipient will follow the obligations and requirements of the CAN DO MOU and other guiding documents outlined in Clause 2 and of the External Funding Agreement as advised by the Coordination Unit.

## 17. Novation and Substitution

17.1. If the External Funding Agency requires, the Parties to this Agreement and any Sub-contractors give the External Funding Agency the right of substitution, to novate the sub-contract to another Sub-contractor.



## 18. Claims for Payment

- 18.1. The Lead Agency will pay the Recipient the relevant funds as stipulated in 4.2 upon signing of the Specific Project Funding Agreement, Receipt of Invoice and appropriate financial and narrative reporting.
- 18.2. Invoices must be submitted in a form that clearly identifies the project/activity title and reference information.
- 18.3. The Invoice should clearly state the GST payable, if required.
- 18.4. All invoices should be addressed to the Lead Agency as outlined in the schedule in Annex 1, item 15:
- 18.5. Tax invoices should be sent to the address or alternatively emailed to the CAN DO Coordinator as noted in the Schedule, Annex 1, item 15.
- 18.6. The Recipient on receipt of project funds will provide a receipt to the Coordination Unit.
- 18.7. The Recipient will ensure that funds are used, and will ensure that sub-grant recipients use the funds only in accordance with the CAN DO MOU and Guidelines listed in Clause 2 and the relevant External Funding Agreement.

## 19. Dispute Resolution

- 19.1. All Parties to this Agreement will follow the dispute resolution procedures outlined in the CAN DO MOU and guiding documents as outlined in Clause 2 and where applicable the additional requirements of the External Funding Agency as described in the External Funding Agreement.

## 20. Variation to this Agreement

- 20.1. Variations to this Agreement may be made in writing as per the CAN DO MOU and related guidelines and in accordance with the relevant External Funding Agreement specified in clause 3.2.)



## Annex 1.

### Schedule to the Specific Project Funding Agreement

Item number	Description	Details
1.	<b>Lead Agency – Caritas Australia</b>	<i>[insert name of Lead Agency]</i> <i>[insert street address]</i> <i>[insert ACN if applicable]</i> <i>[insert ABN or other identifying registration numbers if the Recipient is based overseas]</i>
2.	<b>Recipient</b>	<i>[insert name of Recipient]</i> <i>[insert street address]</i> <i>[insert ACN if applicable]</i> <i>[insert ABN or other identifying registration numbers if the Recipient is based overseas]</i>
3.	<b>Lead Agency Representative – The CAN DO Coordination Unit</b>	<i>[insert position and/or name of the Lead Agency's representative]</i>
4.	<b>Recipient Representative</b>	<i>[insert position and/or name of Recipient's representative]</i>
5.	<b>Commencement Date</b>	The date this Agreement is signed by the last Party.
6.	<b>Activity Start Date</b>	<i>[insert date the Activity must start by eg, dd/mm/yy]</i>
7.	<b>Activity End Date</b>	<i>[insert date the Activity is to be completed by eg, dd/mm/yy]</i>
8.	<b>Project Name</b>	
9.	<b>Funding Sources for this Agreement</b>	
10.	<b>Total Funds for this agreement</b>	



Item number	Description	Details
11.	<b>Other funds/ contributions to this project</b>	
12.	<b>Location of activities</b>	
13.	<b>Category of activities</b>	As per AHP
14.	<b>Partners</b>	
15.	<b>Address for Notices</b>	<p><b>Caritas Australia</b>  <i>[insert name and position of person to receive notices]</i></p> <p><b>Postal address:</b>  <b>Physical address:</b>  <b>Facsimile:</b> <i>[insert facsimile number]</i>  <b>Email:</b> <i>[insert email address for receipt of notices]</i></p> <hr/> <p><b>Recipient:</b>  <i>[insert name and position of person to receive notices]</i></p> <p><b>Postal address:</b>  <i>[insert postal address]</i></p> <p><b>Physical address:</b>  <i>[insert physical address]</i></p> <p><b>Facsimile:</b> <i>[insert facsimile number]</i>  <b>Email:</b> <i>[insert email address for receipt of notices]</i></p>

**Item 16. Schedule of Payment**

Tranche No	Amount	Approximate Date	Requirements in order to activate the payment of this Tranche
<b>Total</b>			

**Item 17. Reporting Requirements**

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Name of Reports	Covering Periods	Due Dates	Content Type

**Annex 2: Project Proposal (to be attached)**

**Annex 3: Project Budget (to be attached)**

