# Memorandum of Understanding

### MEMORANDUM OF UNDERSTANDING

This document represents an agreement between:

and

ECA NSW Inc.

#### Contracted Party

**Organisation:**

**Authorised Authority:**

**Name:**

**Title:**

I agree to the terms and conditions of this Agreement

**Signature: Date:**

#### ECA NSW Inc.

**Name:**

**Title: President:**

I agree to the terms and conditions of this Agreement

**Signature: Date:**

**Memorandum No:**

### MEMORANDUM OF UNDERSTANDING

This document represents an agreement between:

(Registered name of business/organisation/consultancy)

and

ECA NSW Inc.

#### Services Provided

 (Registered name of business/organisation/consultancy)

#### Contract Requirements

**Period of Agreement**

1. This agreement will take effect from . The agreement will be renegotiated as appropriate to reflect the ongoing nature of the service provision;
2. The Agreement may be varied or dissolved at anytime by mutual agreement with the changes/reasons noted and details recorded as an additional Appendix;

**Contact Personnel**

To ensure effective functioning of the arrangement/s, each party is to nominate an Operations Manager who will carry general responsibility for operations, performance delivery, and review and problem resolution.

Operational managers are:

(Name of contracted person)

ECA NSW Inc.:

**Provider Responsibilities;**

The contracted party accepts responsibility for:

1. The delivery of agreed services in a competent, ethical and professional manner;
2. Seeking at all times to deliver quality and value to the client on schedule and to budget;
3. Following the items set out in this Agreement;
4. Participating constructively in the monitoring and quality assurance process;
5. Providing a regular report to the partner organisation on the outcomes of the validation of assessment;
6. Notifying the partner organisation as soon as possible of any major concern, issues or opportunities relating to the services provided;
7. Treating in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this Agreement and undertaking not to divulge that information to any parties without written authority;
8. Ensuring that under no circumstances is ECA NSW Inc. intellectual property (or part of) to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopied, recorded or otherwise without the prior permission of the ECA NSW Inc. The contracted party agrees that any intellectual property or resource developed by an ECA NSW Inc. employee or consultant remains the property of ECA NSW Inc;
9. ECA NSW Inc. policies and procedures;
10. Ensuring that all relevant legislative requirements (eg Workplace Health and Safety, Anti Discrimination, Privacy) are adhered to;

**ECA NSW Inc. Responsibilities;**

ECA NSW Inc. accepts responsibilities for:

1. Acting in a competent, ethical and professional manner;
2. Following all items documented in this Agreement;
3. Notifying the contracted party as soon as possible of any major concerns, issues or opportunities relating to the services provided;
4. Ensuring that the quality assurance process is being followed and all necessary documentation is completed;
5. Treating in confidence information obtained or provided in the course of negotiating, or monitoring the arrangements covered in this Agreement and undertaking not to divulge that information to any parties without written authority;

**Financial Arrangement**

Please provide details of fees charged for your services:

ECA NSW Inc. agrees to the following method of remuneration:

The contracted party agrees to pay their own Worker’s Compensation insurance, Superannuation and professional fees. A copy of the insurance policy is required to be provided prior to the commencement of training.

#### Settlements of Disputes

Any disputes of difference arising in relation to this Agreement shall, if not resolved by the parties within twenty eight days of service of written notification of such dispute or difference, be subject of mediation administration by the Australian Commercial Disputes Tribunal.

#### Evaluation

1. Several times1 during the life of the Agreement, participants in the arrangements will review the partnership. The following will be evaluated:
2. Feedback from candidate;
3. Feedback from trainers/assessors;
4. Communication strategies;
5. All aspects of the quality assurance process;
6. Administrative issues;
7. Other issues as identified;
8. Where agreed by partners in the partnership arrangement, modifications will be made to the working arrangements and the Agreement in accordance with the finding of the evaluation.

1 What Constitutes ‘several times’ will depend on the life of the agreement.

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| **Date of review** | **Summary of changes and rationales** |
| May 2016 | * Review of format
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| August 2015 | * Review of format.
* General update of policy and procedure.
* Consistency of reference to Early Childhood Australia New South Wales Branch (ECA NSW)
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| **Policy:** | Memorandum of Understanding |
| **Reviewed Date:** | 7th August 2015 | **Next Review Date:** | 7th August 2017 |

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| ECA NSW Executive Committee review of policy comments |
| Feedback/suggestion made: |
| Relevant Legislation has been checked for updates? | Y | N |
| Updates found: |
| Key resources have been checked for updates or changes | Y | N |
| Updates found: |