

Volunteer Management Activity 2022-26 Grant: Memorandum of Understanding Between Consortium Members

Background

1. The Consortium Lead proposes to apply for funding to Volunteering Victoria Inc seeking funding for the Project (as set out in the Reference Schedule).
2. If successful, the Consortium Lead will enter into a Master Services Agreement with Volunteering Victoria Inc (ABN 79 378 017 212) to manage the delivery of the Project (“the MSA”).
3. Source of funds provided to successful applicants under this Memorandum of Understanding is predominantly Commonwealth Department of Social Services Volunteer Management Activity Grants. Projects are subject to continued funding via those grants.
4. Each Consortium Member has agreed to participate in a Consortium under the management of the Consortium Lead to contribute its services to the Project in consideration of an agreed share of the funding.
5. This Memorandum of Understanding is between the Consortium Members including the Consortium Lead and creates no relationship of contract, agency or partnership with Volunteering Victoria Inc.

Reference Schedule

Date	
Region	
Consortium Lead	Name: ABN: Contact: Address: Phone: Email:
Consortium Member 1	Name: ABN: Contact: Address: Phone: Email:
Consortium Member 2	Name: ABN: Contact: Address:



	Phone: Email:
Consortium Member 3	Name: ABN: Contact: Address: Phone: Email:
Consortium Member 4	Name: ABN: Contact: Address: Phone: Email:
Commencement Date	1 July 2022
Termination Date	30 June 202 30 June 2026

Operative provisions

The parties to this MOU agree on the following terms and conditions:

1. Each Consortium Member will familiarize itself with the Master Services Agreement for delivery of the Project ("the MSA") and will do all things necessary to:
 - a. Deliver the services as set out in Annexure A of this Memorandum of Understanding using reasonable skill and care;
 - b. Fully co-operate with the Consortium Lead in the delivery of the services consistent with the requirements of the MSA;
 - c. Ensure they do not act in any way to cause the Consortium Lead to be in breach of the MSA; and
 - d. Strictly comply with all provisions of clauses 3, 5, 6, 8, 11, 12, 13 and 15 of the MSA in respect of the services which the Consortium Member is providing as if the Consortium Member were the Contractor as defined in the MSA.
2. The parties will act in good faith to deliver the project co-operatively and in accordance with the MSA and this Memorandum of Understanding.
3. In the event that the MSA is terminated or expires or the funding for the Project ceases, the Consortium Lead may terminate this Memorandum of Understanding by giving notice to all Consortium Members.
4. The provisions of Clause 15 of the MSA shall apply (with the necessary adjustments) as if repeated in this Memorandum of Understanding as if the Consortium Lead were the Principal and other Consortium Members were the Contractor.
5. Any dispute or difference between the parties to this Memorandum of Understanding will be dealt with under the provisions of Clause 14 of the MSA.



Signing Clause

Signed on behalf of the Consortium Lead by its authorised officer:

.....
Authorised officer

Signed on behalf of the Consortium Member 1
by its authorised officer:

.....
Authorised officer

Signed on behalf of the Consortium Member 2
by its authorised officer:

.....
Authorised officer

Signed on behalf of the Consortium Member 3
by its authorised officer:

.....
Authorised officer

Signed on behalf of the Consortium Member 4
by its authorised officer:

.....
Authorised officer



Annexure A – Respective Contributions of each Consortium Member

Party	Services to be performed	Entitlement to Service Fees (all amounts are exclusive of GST unless otherwise stated)
Consortium Lead		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		

