



# Memorandum of Agreement

**CONFIDENTIAL**

***Tursa Employment & Training Limited  
&  
<Insert Organisation Name>***

# Memorandum of Agreement

**Tursa Employment & Training Limited (TURSA)** is an Australian Government employment services provider, funded to deliver *Workforce Australia*, *Transition to Work (TtW)* and *Disability Employment Services*. Additionally, *TURSA* is an ASQA Registered Training Organisation (RTO 90325).

This *MEMORANDUM OF AGREEMENT* (MOA) is executed as a deed and is made the day and year set forth in Item 1 of Schedule 1 annexed and is between **TURSA** and **<Insert Organisation Name>** the organisation/individual named in Item 2 in Schedule 1.

## **PURPOSE AND SCOPE**

The purpose of this MOA is to outline the responsibilities, contributions and role of the Parties. The MOA reflects the intention and commitment by the Parties to adhere to all the provisions of the MOA.

This MOA sets out how the collaborative arrangements will work to maximise outcome for both parties.

## **WHEREAS:**

1. *TURSA* has established the *TURSA* Community Grant Program to support not-for-profit organisations within *TURSA*'s service area.
2. **<Insert Organisation Name>** has applied for and been awarded a grant under this program.

## **NOW, THEREFORE, the parties agree as follows:**

### **1. Grant Award**

*TURSA* agrees to provide **<Insert Organisation Name>** with a grant in the amount of [Grant Amount] (the "Grant") to be used exclusively for the purposes described in the Recipient's grant application, which is attached hereto as Schedule 2 and incorporated herein by reference.

In the event that there are surplus funds remaining after the completion of the project, these surplus funds may be required to be returned to *TURSA*.

### **2. Duration of the Agreement**

The duration of the MOA commences as stated in Item 1 of Schedule 1 for a period up to 12 months, or as agreed otherwise with *TURSA*.

### **3. Payment Schedule**

The Grant will be disbursed in instalments, as defined in Schedule 2, upon satisfactory completion of each Milestone, and receipt of an invoice.

## **Bank Details for Payment:**

- **BSB:** [BSB Number]
- **Account Number:** [Account Number]
- **Account Name:** [Account Name]

#### 4. Use of Funds

<Insert Organisation Name> agrees to use the Grant solely for the purposes set forth in Schedule 2. Any deviation from the approved use of funds must be requested in writing and approved by *TURSA*.

Items that may be considered ineligible and unlikely to be funded without pre-approval include:

- Items purchased prior to the Grant approval
- Grant writer or grant assistance fees
- Management fees
- Alcohol, vouchers, gifts or prizes
- Purchases from overseas suppliers
- Money budgeted or set aside for contingencies or costs not yet incurred
- General operating/ recurring costs
- Overseas travel
- Member or staff social events

#### 5. Reporting Requirements

<Insert Organisation Name> agrees to provide *TURSA* with regular updates on the progress of the funded initiative, including:

- An interim report detailing the use of funds and progress towards objectives at the midpoint of the initiative (Eg: at 6 months for a 12 month initiative).
- A final report upon completion of the initiative, including a detailed acquittal of how the funds were used and the outcomes achieved.

#### 5. Compliance

<Insert Organisation Name> agrees to comply with all applicable laws in Australia and regulations in the execution of the funded initiative.

#### 6. Termination

*TURSA* reserves the right to terminate this MOA and demand the return of any unspent funds if <Insert Organisation Name> fails to comply with the terms of this MOA.

#### 7. Media and Marketing

<Insert Organisation Name> and *TURSA* agree to acknowledge each other in any media or marketing materials related to the funded initiative. Marketing and media by both parties will be by agreement in advance.

#### 8. Privacy and Confidentiality

Both parties agree to keep confidential any information that is not publicly available and is disclosed during the course of this MOA. Without limiting the foregoing, any personal information provided in connection the *TURSA* Community Grant Program will be handled in accordance with *TURSA*'s Privacy Policy, a copy of which is available at [www.tursa.com.au/privacy-policy](http://www.tursa.com.au/privacy-policy).

#### 9. Indemnification

<Insert Organisation Name> agrees to indemnify and hold harmless *TURSA* from any claims, damages, or liabilities arising out of <Insert Organisation Name> use of the Grant funds.

#### **10. Dispute Resolution:**

Any matter or areas of disagreement unable to be resolved by local contacts will be referred in writing (email acceptable) to:

For **TURSA**

Name, *Position*, Email

and

For **<Insert Organisation Name>**

Name, *Position*, Contact Number, Email

If a disagreement is still unable to be resolved, the *TURSA* Board reserves the right to resolve the disagreement, up to and including the cessation of this MOA.

#### **11. Point of contact**

For any general enquiries regarding the Grant, including eligible items for purchase, media and marketing approvals and where to send interim and final reports reporting, please email: <Insert Email>

#### **12. Miscellaneous**

- **Governing Law:** This MOA shall be governed by and construed in accordance with the laws of [Jurisdiction].
- **Entire MOA:** This MOA constitutes the entire MOA between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- **Amendments:** Any amendments to this MOA must be made in writing and signed by both parties.

**SCHEDULE 1:**

**Item1: Date of Agreement:** \_\_\_\_\_

**Item 2: Contact Details:** *TURSA*

**ABN:**

**Address:**

**Contact Person:**

**Email:**

**Contact Number:**

**Contact Details: <Insert Organisation Name>**

**ABN:**

**Address:**

**Contact Person:**

**Email:**

**Contact Number:**

In witness whereof the parties have hereunto set their hands:

Signed for and on behalf of ***Tursa Employment & Training Limited*** by:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

In the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Name

Signed and Delivered on behalf of **<Insert Organisation Name>** by:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

In the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Name

**SCHEDULE 2:**

**1. Project Title:**

[Insert Project Title]

**2. Project Description:**

Objectives, goals, and expected outcomes.

What the project aims to achieve and how it aligns with the grant's purpose.

**3. Project Location:**

[Project location(s) include addresses, regions, or any relevant geographical information.]

**4. Project Timeline:**

Outline the project timeline, including key milestones and deadlines. Provide a start date and an estimated completion date. You can use a table format for clarity.

Milestone	Description	Date (estimated)	Payment
MOA signed	Project Commencement	[Date]	\$x,xxx.xx
Milestone 1	[Description]	[Date]	\$x,xxx.xx
Milestone 2	[Description]	[Date]	\$x,xxx.xx
Completion Date	[Description]	[Date]	\$x,xxx.xx