

## Memorandum of Understanding (MOU)

(Name of Voluntary Organization)

&
Alberta Community Support Network (ACSN)

&

(Name of Volunteer Consultant(s))

## 1. PURPOSE OF AGREEMENT

- 1.1 ACSN wishes to make available the services of a volunteer consultant(s) with professional expertise to coach or assist small and medium sized volunteer organizations to address current or emerging needs in order to grow, change or cope with a crisis. The purpose of this MOU is to outline the conditions that will govern and guide the co-operative relationships among the three parties. It is not intended to be a legal contract.
- 1.2 Schedule A, attached, outlines the issues or concerns, the targeted outcomes, the deliverables that are to be carried out by the consultant(s) and the proposed completion date and milestone timelines.

### 2. DURATION OF AGREEMENT

2.1 The MOU will remain in place from the date of original signature to the date of completion, unless otherwise amended in accordance with the provisions provided below.

## 3. EDMONTON CHAMBER OF VOLUNTARY ORGANIZATIONS (ECVO)

3.1 ACSN operates as a formally approved committee of ECVO, which is committed to building the capacity of the voluntary sector in the Edmonton capital region and providing a rich repository of volunteer human capital for the sector to draw upon. As a result of operating as a program of ECVO all volunteer consultants will be covered by ECVO's general liability and errors and omissions insurance..

## 4. PRINCIPLES

All parties agree that the following principles should guide the implementation of the MOU.

#### 4.1 **Capacity building:**

The support provided by the volunteer consultant(s) is intended to address current or emerging needs and to build the capacity of the voluntary organization to resolve similar issues in the future.





#### 4.2 **Professionalism:**

All activities will be in keeping with the highest standards of professional competence, integrity and due care intended to serve the interests of the voluntary organization and to avoid all potential conflicts of interest. (See statement on conflicts of interest below)

#### 4.3 **Confidentiality:**

The parties will respect the confidentiality of all shared information and avoiding any unauthorized disclosure. (See policy statement on confidentiality below)

#### 4.4 Mutual respect:

All relationships will be based on mutual respect for the strengths, capacities and constraints of the other parties involved and maintaining a high level of trust, openness and transparency.

## 4.5 **Constructive dialogue:**

There is a shared belief that all parties are capable of contributing to solving a common concern through dialogue and remaining sensitive to the feelings, hopes and ideas of others.

#### 4.6 **Timeliness:**

Responding to the concerns raised by voluntary organizations requires that there is a commitment to timeliness on the part of all parties.

#### 5. RESPONSIBILITIES OF ALL THREE PARTIES

- 5.1 VOLUNTARY ORGANIZATION:
- 5.1.1 (Name of voluntary organization) agrees to provide all necessary assistance to the volunteer consultant(s) throughout the engagement, including suitable office facilities and supplies, necessary staff to assist in briefings, arranging interviews or meetings and providing access to information and data.
- 5.1.2 It agrees that \_\_\_\_\_ (name) will act as the primary contact for the volunteer consultant(s).
- 5.1.3 It is understood that the decision to accept the advice or recommendations of the volunteer consultant(s) shall be solely that of the voluntary organization.
- 5.1.4 The voluntary organization is responsible for satisfying itself that the qualifications, expertise and personal qualities of the volunteer consultant(s) are sufficient to fulfill the requirements of the engagement, and should take what risk management steps it considers appropriate for its own protection.
- 5.1.5 It agrees to respond to any requests from ACSN for completion of an evaluation survey following the completion of the engagement or to participate in a 6 month or 12 month follow-up interview conducted in person or by telephone.
- 5.1.6 It agrees, provided it is satisfied with the consulting services offered, to provide a statement of reference that could be included in ACSN's publicity materials.
- 5.1.7 It agrees to meet the conditions, outlined below, for the payment of the volunteer consultant(s) incidental expenses in carrying out the engagement.
- 5.2 ALBERTA COMMUNITY SUPPORT NETWORK:
- 5.2.1 ACSN will make all reasonable efforts, in a timely manner, to make available a well-qualified volunteer consultant(s)





to refer to the voluntary organization seeking assistance or services, but ACSN will not be liable for any loss or damage incurred by the voluntary organization, or a third party, as a result of the consulting services that are offered.

- 5.2.2 ACSN will arrange for the selected volunteer consultant(s) to meet with the voluntary organization and discuss what consulting services are required. Once an agreement is reached it will be prepared as a summary on Schedule A and attached to this MOU.
- 5.2.3 Should there be no agreement on the consulting services arrived at, ACSN will make an effort to find an alternative volunteer consultant(s) to meet with the voluntary organization and attempt to reach agreement on the services to be provided.
- 5.2.4 ACSN agrees to mediate any conflicts that arise, and to respond promptly to any decision made by either the voluntary organization or the voluntary consultant(s), or both, to amend or conclude the MOU, in keeping with the terms and conditions outlined below.
- 5.3 VOLUNTEER CONSULTANT(S):
- 5.3.1 The volunteer consultant(s) agree to provide the deliverables summarized on Schedule A with a view to assisting the voluntary organization find solutions to identified issues or concerns.
- 5.3.2 These identified services will be provided on a non-exclusive basis at such places and times that are reasonably convenient to both the voluntary organization and the voluntary consultant(s).
- 5.3.3 The volunteer consultant(s) agree to be guided by the stated principles outlined in this MOU and to honour all provisions regarding confidentiality and conflicts of interest.
- 5.3.4 The volunteer consultants will also abide by any professional code of ethics or conduct that remain in place as a result of a professional designation.

#### 6. CONFIDENTIAL

- 6.1 The volunteer consultant(s) understand and agree with the importance of protecting from unauthorized disclosure all confidential information made available to them during their engagement.
- 6.2 It is also agreed by the volunteer consultant(s) that all confidential documentation will not be used for any other purpose than that required to carry out the assignment and all documents will be returned to the voluntary organization once the assignment has been completed.
- 6.3 Confidential information for the purposes of this MOU refers to documents that are not already public and includes financial records, strategic plans, business practices, service procedures, marketing materials, merchandising or pricing information, any proprietary information or personal information about any individual employed by the voluntary organization, whether in paper or electronic form.
- The obligation of confidentiality does not apply to information that must be disclosed by law, judicial or arbitration process or by government authorities, provided that the party required to disclose first gives the other party reasonable notice of such law order or process.

#### 7. CONFLICTS OF INTEREST

- 7.1 During the assignment volunteer consultant(s) may not solicit for personal business, for any personal consideration or seek business opportunities on behalf of others.
- 7.2 Volunteer Consultant(s) agree to bring any existing or potential conflict of interest to the attention of the Executive Committee of ACSN for resolution.





7.3 The voluntary organization agrees to bring any concerns it might have on an existing or potential conflict of interest to the attention of the Executive Committee of ACSN for resolution. **INCIDENTAL EXPENSES** 8. (Name of voluntary organization) agrees to reimburse the volunteer 8.1 consultant(s) for reasonable incidental expenses incurred as a result of the engagement. The expenses will include such items as public transportation, mileage (set at existing rate of the voluntary organization or the prevailing provincial rate if no organizational rate is available), parking, long distance telephone calls and printing costs. The volunteer consultant(s) must confirm at the outset of the engagement or his or her intention to recover these inci-8.2 dental expenses and maintain a proper accounting of the expenses. He or she may also choose to donate the incidental expenses, if the organization is a registered charity, and receive a charitable donation receipt for income tax purposes. 9. **CHARITABLE DONATION FOR SERVICES** ACSN does not charge for the services provide by the volunteer consultant(s), but it does encourage all voluntary organiza-9.1 tions that avail themselves of ACSN's consulting services to consider making a donation to ACSN, through ECVO, once the engagement is satisfactorily completed. **AMENDMENTS TO MOU** 10. If all parties are in agreement amendments may be made to Schedule A: modifying the services to be provided or amend-10.1 ing the date of completion, provided that the amendments are signed and dated by all parties. TERMINATION OF THE MO 11. Each of the parties may terminate this MOU with seven (7) days notice in writing to the other parties, transmitted by letter 11.1 or e-mail. **SIGNATURES** We agree to the terms of this Memorandum of Understanding (Signed, on behalf of Voluntary Organization) (Print name of Voluntary Organization) (Signed, Volunteer Consultant) (Print name of Volunteer Consultant) (Signed, on behalf of Alberta Community Support Network) (Print name of ACSN representative)



(Date)



# **Schedule A**Memorandum of Understanding (MOU)

ISSUES OR CONCERNS TO BE ADDRESSED	
TARGETED OUTCOMES OR INDICATORS OF SUCCESS	
DELIVERABLES BY VOLUNTEER CONSULTANT(S)	
DELIVERABLES BY VOLONTEER CONSOLIANY (5)	
COMPLETION DATE AND MILESTONE TIMELINES	
Should additional needs or concerns be identified, this MOU may be amended by the parties.	
DATE: COMPLETED BY:	