Memorandum of Agreement

[Insert Name] Auxiliary

and

The Royal Children’s Hospital Foundation

1. Background
   1. The Royal Children's Hospital Foundation (Foundation) recognises the special and beneficial relationship and major contributions that members of the Royal Children’s Hospital Auxiliaries (RCH Auxiliaries) have made to The Royal Children's Hospital (RCH) since 1922. Through their operation, the RCH Auxiliaries provide opportunities for their members and volunteers and are an integral role in the raising of philanthropic funds that contribute to resources for the RCH in its mission to be a world class paediatric hospital.
2. Purpose
   1. The purpose of this Memorandum of Agreement is to set out and describe the nature of the relationship between the [Insert Name] Auxiliary and The Royal Children’s Hospital Foundation.
3. Whereas:
   1. The Foundation is the sole body responsible for fundraising for the RCH. The Foundation is responsible for the management of all community fundraising operations, including the RCH Auxiliaries, and approves the establishment of these groups and their fundraising activities
   2. The RCH Auxiliaries is a specific group of voluntary fundraisers with a long tradition and legacy of supporting the RCH.
   3. The undersigned will form an Auxiliary supporting the RCH and agree to act in accordance with the Foundation’s Values, Policies and Procedures as determined from time to time and appended to this MoA.
4. The following is agreed.
   1. The [Insert Name**]** Auxiliaryshall be an authorized, self-managed voluntary fundraising group.
   2. The [Insert Name**]** Auxiliaryhas been formed with the approval of the Foundation.
   3. The [Insert Name**]** Auxiliarymay raise funds in support of a particular cause or area within the hospital as noted below.
   4. Projects to be funded shall meet the Funding Principles of the Foundation in the areas of research, leadership and training, technology and equipment, patient and family centred care.
   5. Funds shall be obtained from fundraising events and activities approved (in advance) by the Foundation.
   6. This Agreement is a standing authority to fundraise on behalf of the Foundation
   7. This Agreement or the Authority to Fundraise may be altered or terminated at the discretion of the Foundation.

**Details:**

1. ***Name***
   1. The name of the Auxiliary shall be [Insert Name] - a Royal Children’s Hospital Auxiliary
2. ***Objectives***
   1. The objectives of [Insert Name] Auxiliary shall be to fundraise for and on behalf of the Foundation, and as a result support the RCH in the achievement of excellence, and its goals to be a world leading children’s hospital.
3. [Insert Name] Auxiliary shall raise funds in support of (please indicate)

|  |  |
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|  | The greatest needs of the RCH |
|  | Leadership |
|  | Patient and Family Centred Care |
|  | Research |
|  | Equipment and Technology |
|  | Other Cause (please specify) |

1. ***Membership***
   1. The members of the Auxiliary shall consist of any interested persons willing to promote the objectives of the Auxiliary. Each member shall be nominated and approved by its membership.
   2. The Auxiliary must maintain a register of its members, updated annually. A current list of members is to be provided to the RCH Auxiliary office on 30 June each year. Only those members included on the annual list shall be recognised as current members of the Auxiliary.
2. ***The Committee***
   1. The president to determine a structure of the Committee and frequency of meetings based on what is most appropriate to support the needs of the Auxiliary.
   2. The President shall determine the need for office bearers or other responsible officers of the Auxiliary. It is desirable (but not required) to have at least one other responsible officer other than the President.
3. ***Finances***
   1. The president shall be responsible to ensure processes are in place to
   2. receive all moneys paid to the Auxiliary and issue receipts for those moneys in the name of the Auxiliary
   3. make any fundraising expense payments on behalf of the Auxiliary
   4. ensure that the financial records of the Auxiliary are kept in good order
   5. coordinate the preparation of the financial statements of the Auxiliary for an annual audit
   6. make available on reasonable request the accounts and financial records of the Auxiliary
4. ***Fundraising Compliance***
   1. All fundraising will be done in compliance with the RCH Foundation Fundraising Guidelines and Consumer Affairs Victoria’s Clubs and Fundraising guidelines.
5. ***Financial Administration***
   1. The financial year for Auxiliaries shall run from 1 March to 28 February of the following year. The Auxiliary shall transfer to the Royal Children’s Hospital Foundation on or before February 20 in each financial year the net amount of monies received as a result of the Auxiliary’s annual fundraising efforts.
   2. All fundraising monies must be banked with the Foundation into a “Special Purpose Account” (SPA) — designated with the Auxiliary name.
   3. All Auxiliaries established from 1 January 2015 shall only operate an SPA account and not have an external bank account.
   4. The SPA held with Foundation will earn interest for the [Insert Name] Auxiliary and approved fundraising event expenses may be paid from this account.
   5. Following approval from the [Insert Name] Auxiliary, Grants to the RCH will be paid from the SPA under the agreed terms of the Grant.
6. ***Distributions to the RCH***
   1. Funds raised and deposited into the [Insert Name] Auxiliary’s SPA will not be distributed to the RCH without the approval of the Auxiliary in writing, signed by the two responsible Officers.
7. ***Reporting and Updates***
   1. Reporting and updates form part of the communication by [Insert Name] Auxiliary to the Foundation and its stakeholders. The [Insert Name] Auxiliary will provide the following
      1. Annual Report (2 paragraphs)
      2. Key photograph
8. ***Voluntary Winding Up***
   1. The [Insert Name] Auxiliary may submit a request to the Foundation to wind up voluntarily. Approval for such a request will not be unreasonably withheld.
   2. To initiate the request, the Auxiliary is required to take the steps as outlined below.
   3. The Auxiliary, at a quorate meeting of its members, shall pass a special resolution of its members, to seek approval from the Foundation to voluntarily wind up, specifying the date on which activities of the Auxiliary are proposed to cease (this date not to be before the meeting of the Foundation Board that can consider this request).
   4. The Auxiliary may choose to allocate its funds to an approved project within the RCH, however, once the resolution to wind up has been approved by the Foundation, all surplus assets of the Auxiliary, following payment of all liabilities, including all funds in external bank accounts, shall transfer to the Foundation on or before the nominated date that activities of the Auxiliary shall cease.
   5. The Auxiliary may request, by special resolution, where the Foundation direct surplus assets. Whilst such resolution will not be binding, no reasonable request shall be denied.
   6. At the date the activities of the Auxiliary cease, all operations and property of the Auxiliary, including the name of the Auxiliary, shall revert to the Foundation.
   7. Following winding up, the Foundation may at its discretion assign the Auxiliary’s name for a purpose of its choosing, which may include offering the name to a new group wishing to form an Auxiliary, and/or in ensuring its inclusion of a ‘past services list’ of previously operational Auxiliaries.
9. ***Withdrawal of Approval for Auxiliary***
   1. The Foundation may alter or withdraw its approval of the [Insert Name] Auxiliary by giving seven (7) days’ notice to the [Insert Name] Auxiliary, if the Auxiliary:
      1. Engages in any unlawful, illegal or any other activity that is against the stated objectives of this Agreement or omits to do anything that is required to be done under any law, statute or under this Agreement;
      2. Does not comply with the provisions of this Agreement and any other procedural requirements mutually agreed between the named Auxiliary and the Foundation from time to time; or
      3. Expresses values and behaviours that are not consistent with the RCH, RCH Foundation and/or RCH Auxiliaries; or
      4. Does not act in the best interests of the RCH and RCH Foundation; or
      5. Engages in raising money for any other organisation.
10. **Signed by:**

**For and on behalf of the [Insert Name] Auxiliary**

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| --- | --- |
| President | Treasurer |
| Date: | Date: |

**For and on behalf of the Royal Children's Hospital Foundation and the RCH Auxiliaries**

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| --- | --- |
| Sue Hunt  Chief Executive Officer, RCH Foundation | Dr Miriam Weisz  President RCH Auxiliaries |
| Date: | Date: |