



MEMORANDUM OF UNDERSTANDING

<headspace Centre Name>

<Date>

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<headspace Centre Name> – Memorandum of Understanding

Between

<Lead Agency name> ABN 00 000 000 000 “Lead Agency”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

and

<Consortium Member Name> ABN 00 000 000 000 “Signatory”

1. BACKGROUND

- 1.1. The **headspace** objective is to improve access for young people to mental health and related services and to ensure better co-ordination between services, by:
 - 1.1.1. providing holistic services through **headspace** sites;
 - 1.1.2. increasing community capacity to identify young people with mental ill-health and related problems as early as possible;
 - 1.1.3. encouraging help-seeking by young people and their carers;
 - 1.1.4. providing evidence-based, quality services delivered by well-trained professionals; and
 - 1.1.5. providing a mechanism for service coordination and integration within communities and at an Australian and State/Territory government level.
- 1.2. In order to promote and achieve the **headspace** objective, the Lead Agency has been funded by **headspace** National Youth Foundation to administer the <**headspace** Centre Name>. As a condition of that funding, there is required to be a Memorandum of Understanding ('MoU') which demonstrates a strong service coalition with local agencies and services.
- 1.3. The Signatory is committed to promoting and achieving the **headspace** objective, and to that end has agreed to work co-operatively with the Lead Agency in a consortium of organisations, each of whom has become a signatory to this MoU.
- 1.4. Signatories and the Lead Agency have agreed to enter into this MoU to record their respective commitments to the **headspace** objective and to set out how they intend to deliver on those commitments.

2. DEFINITIONS

In this MoU:

"Board" means the Board of the Lead Agency;

"CEO" means the chief executive officer of the Lead Agency;

"**headspace** objective" means the objective set out in clause 1;

"**headspace** services" means the programs and services delivered by or through <**headspace** Centre Name>;

"Person" includes organisation and individual;

"Register" means the list of signatories maintained by the Lead Agency in accordance with clause 5.1.6.

"SLA" means a Service Level Agreement between the Lead Agency and other agencies participating in the delivery of services through the **headspace** centre.

3. DATE OF EFFECT OF MOU

- 3.1. This MoU comes into effect as between the Lead Agency and the Signatory on and from the date on which it has been signed by both the Lead Agency and the Signatory.

4. COMMITMENTS OF ALL PARTIES

- 4.1. The Lead Agency and the Signatory commit to the following:
- 4.1.1. To communicate and work with each other in a collaborative, cooperative and transparent manner.
 - 4.1.2. To respect and value each other's different skills, expertise and values.
 - 4.1.3. To encourage and foster youth and family or carer participation in service development, delivery and evaluation.
 - 4.1.4. To foster a culture of learning and evaluation.
 - 4.1.5. To undertake collaborative planning underpinned by a social model of health, recognising and building on previous planning work and evidence.
 - 4.1.6. To promote and advocate for <**headspace** Centre Name> among stakeholders and the wider community.

5. LEAD AGENCY: ROLES AND RESPONSIBILITIES

- 5.1. As the organisation contracted by **headspace** National Office to ensure that **headspace** services are delivered in the <**headspace** Centre Name>, the Lead Agency is responsible for:

- 5.1.1. employing a Manager and staff to deliver the **headspace** program;
 - 5.1.2. managing the funding agreement with the **headspace** National Office and ensuring conditions of funding are complied with;
 - 5.1.3. establishing facilities for the provision of **headspace** services, and providing or procuring the provision of such services;
 - 5.1.4. reporting to the **headspace** National Office as required under the conditions of funding and alerting **headspace** National Office to issues that may affect delivery of **headspace** services;
 - 5.1.5. establishing and maintaining processes and systems to ensure good governance;
 - 5.1.6. maintaining (whether in electronic or hard copy form) an up-to-date list of the persons that are signatories to this MoU and ensuring that each signatory is notified when a person becomes a signatory or ceases to be a signatory; and
 - 5.1.7. supporting Signatories in discharging their roles and responsibilities under this MoU.
- 5.2. The Lead Agency and the Signatory must enter into a Service Level Agreement (SLA) for the provision of services or other in-kind contribution, and the Signatory must provide the services or contribution in accordance with that SLA.

6. SIGNATORY: ROLES AND RESPONSIBILITIES

- 6.1. As a member of a consortium established to support and promote the functions and activities of the Lead Agency, the Signatory is responsible for:
- 6.1.1. promoting <**headspace** Centre Name> and the aims of **headspace** among young people, stakeholders and other relevant communities;
 - 6.1.2. assisting, as required by the Lead Agency, with strategic and operational planning, monitoring and review of services and other activities necessary to ensure <**headspace** Centre Name> delivers services in accordance with the **headspace** objective; and
 - 6.1.3. making a tangible contribution to the delivery of **headspace** services (which may include provision of infrastructure or equipment, personnel or supervision, training of personnel, or provision of services, including as an 'in kind' contribution at a level that is equivalent in value to 1 day per week of a direct service delivery staff member).

- 6.2. The Lead Agency and the Signatory must enter into a Service Level Agreement (SLA) for the provision of services or other in-kind contribution, and the Signatory must provide the services or contribution in accordance with that SLA.
- 6.3. Members of the consortium act in an honorary capacity and are not remunerated for that role. Things done by the Signatory's nominee as a member of the consortium shall not form part of the Signatory's 'in kind' contribution (if any) under a SLA.

7. GOVERNANCE STRUCTURE

- 7.1. The consortium advises the CEO/Executive Director and Board of the Lead Agency. It is anticipated that representation from the consortium will be in accordance with the level appropriate to the decision making function of their respective service. Individual signatories shall not be jointly and severally liable for the acts or omissions of the other parties and each of the parties hereby acknowledge that its acts and omissions and those of its staff or agents shall be the subject of its own professional indemnity and other insurance arrangements.
- 7.2 A Clinical Services Sub-Committee will be established by the Consortium

Terms of Reference will be developed for this subcommittee and will be brought to a consortium meeting for endorsement.

8. MEMBERSHIP OF THE CONSORTIUM

- 8.1. Membership will be made up of one representative from:

Organisation Name	Contact Person for Organisation			
	Name	Position	Phone Number	Email

8.2. Principles for membership of the consortium:

- 8.2.1. Consortium relationships are crucial to enable effective collaboration. Accordingly, partners acknowledge the central importance of respect, innovation, trust and resilience in their relationships.
- 8.2.2. Seniority of members of the consortium will be in accordance with the level appropriate to the decision making function of their respective service. It is agreed that there is one vote per organisation.

9. KEY RESPONSIBILITIES OF THE <HEADSPACE CENTRE NAME> CONSORTIUM

- 9.1. The role of the consortium is to provide advice and support to the Lead Agency to assist in the Lead Agency in meeting **headspace** service delivery objectives and expectations, and to ensure strong engagement with the community and local stakeholders.
- 9.2. Without limiting the generality of the foregoing, the consortium will undertake the following primary functions:
 - 9.2.1. Advise on the development, monitoring and review of the objectives of the **<headspace centre name>** program.
 - 9.2.2. Advise on future directions in respect of the **<headspace centre name>** program.
 - 9.2.3. Advise and assist in defining opportunities, identifying partners and develop collaborative links for the **<headspace centre name>** program
 - 9.2.4. Promote the interests of **<headspace centre name>** and disseminate through developed communication channels the **<headspace centre name>** strategies, decisions and achievements.

- 9.2.5. Develop and monitor the direction and effectiveness of the <headspace centre name> annual plan.
- 9.2.6. Monitor the work plan and key performance indicators as agreed by the consortium.
- 9.2.7. Direct the tasks of any working group or sub-committees established and receiving reports and recommendations from these.
- 9.2.8. Facilitate effective communication processes between stakeholders.
- 9.2.9. Monitor the co-contributions of each partner agency.
- 9.3. Members of the consortium must at all times act fairly, impartially, honestly and with integrity. This requires each member to:
 - 9.3.1. act in the best interests of <headspace centre name> and not as a representative or advocate of a signatory or of any other group or organisation (however, this does not prevent a member of the consortium raising issues of legitimate concern to a signatory or other organisation where it is necessary to promote the **headspace** objectives.);
 - 9.3.2. avoid conflicts of interest, and act in accordance with the Lead Agency's Conflicts of Interest policy;
 - 9.3.3. not accept gifts or hospitality in relation to their role as members of the consortium, except in accordance with the Lead Agency's Conflicts of Interest and Gifts policies; and
 - 9.3.4. ensure that any resources provided for the member's use are used only for purposes approved by the Lead Agency.
- 9.4. Members of the consortium shall at all times undertake their role with appropriate diligence and care. This requires each member to:
 - 9.4.1. provide an apology to the Chairperson before any meeting that he or she is unable to attend;
 - 9.4.2. attend no fewer than 75% of meetings in a year unless he or she has first sought and been granted leave of absence by the Chairperson;
 - 9.4.3. obtain the prior approval of the Chairperson before nominating an alternate to attend a meeting in his or her place;
 - 9.4.4. make reasonable efforts to understand the role and purpose of the consortium and the limits to its authority;

- 9.4.5. develop an understanding of <headspace Centre name>'s community of interest;
 - 9.4.6. prepare for meetings and participate in additional activities that may be required; and
 - 9.4.7. participate actively and work cooperatively with his or her fellow members and stakeholders to achieve agreed goals.
- 9.5. Members of the consortium must treat information they obtain in the course of their membership with appropriate care and in accordance with the law. This requires each member to:
- 9.5.1. only use such information for the purposes for which it was obtained;
 - 9.5.2. not disclose such information unless authorised to do so;
 - 9.5.3. take reasonable measures to protect such information from loss, misuse or unauthorised disclosure;
 - 9.5.4. comply with the Lead Agency's Privacy Policy and applicable privacy law.

10. OPERATION OF <HEADSPACE CENTRE NAME> CONSORTIUM MEETINGS

- 10.1. Consortium meetings will be guided by the following principles:
- 10.1.1. All members have equal rights of participation in the meetings.
 - 10.1.2. Meetings are held at a frequency and location to be determined by the consortium, but not less than on six occasions per year.
 - 10.1.3. The Lead Agency will provide secretariat support for each meeting.
 - 10.1.4. All members will actively participate in the decision making processes of the consortium.
 - 10.1.5. The consortium shall aim to operate by consensus.
 - 10.1.6. Members will raise issues of concern prior to committing to final decisions.
 - 10.1.7. If consensus is not possible, a majority decision shall be reached with the majority consisting of votes from the number of representatives eligible to vote.

- 10.1.8. Meetings will be conducted on the assumption that members have read the relevant materials prior to the meeting.
- 10.1.9. Decisions made at the consortium meetings will be final, based on the assumption that all members have sufficient notification to ensure representation at the meeting and the opportunity to raise issues of concern to enable them to be addressed.
- 10.1.10. All decisions endorsed by a meeting of the consortium for which five days notice has been given will be considered a decision of the whole consortium.
- 10.1.11. A quorum of 50% plus 1 is necessary for any decision made at the consortium meetings. If no quorum is present within half an hour of the time of the appointed meeting time, the meeting may continue on the basis that decisions will be ratified at the next meeting.
- 10.1.12. The consortium must have the Chair and a representative of the Lead Agency for any meeting to proceed.
- 10.1.13. The Manager will attend the consortium meeting as a non-voting member meetings and report on the performance and operations of the centre according to a structure determined by the consortium.
- 10.1.14. The manager will have strong linkages with all sub-committees of the consortium, and while typically will be invited to attend all consortium meetings, it is understood that at times the consortium may meet without the Manager being present.

11. CHAIRPERSON OF CONSORTIUM

- 11.1. The consortium members have elected <chair's name and position> to be chairperson.
- 11.2. The Lead Agency shall appoint, as Chairperson, a person:
 - 11.2.1. who is not currently, and has not within the previous two years been, employed or engaged on a regular basis by the Lead Agency; and
- 11.3. who the Lead Agency considers to be a person who:
 - 11.3.1. is likely to have the confidence of the other members of the consortium;
 - 11.3.2. has an interest in and commitment to the health and wellbeing of young people;

- 11.3.3. has a high standing among stakeholder networks in the region; and
- 11.3.4. has the skills necessary to effectively lead the consortium in its strategic, monitoring and stakeholder engagement activities.

12. CHAIRPERSON: ROLES AND RESPONSIBILITIES

- 12.1. The role of the Chairperson is to provide leadership of the consortium. The Chairperson's responsibilities include:
 - 12.1.1. presiding at meetings of the consortium and ensuring that business is conducted efficiently and that meeting are conducted properly;
 - 12.1.2. supporting members of the consortium to understand and discharge their roles, responsibilities and accountabilities and to build skills and capabilities necessary for the consortium to fulfil its obligations;
 - 12.1.3. ensuring that there is an effective process for identifying and managing conflicts of interest;
 - 12.1.4. ensuring as far as possible that members of the consortium comply with their obligations under this MoU with respect to meeting attendance;
 - 12.1.5. encouraging and enabling participation by all members of the consortium; and
 - 12.1.6. establishing, and assisting other members of the consortium to establish, a constructive working relationship with the CEO and key staff of the Lead Agency.

13. LEAD AGENCY CO-CONTRIBUTION

- 13.1. In signing this, the Lead Agency confirms its commitment to recurrently contributing the equivalent of a full-time position, typically through co-location of staff or other “in-kind” activities.

Co-Contribution Description	Value

14. CONSORTIUM MEMBER CO-CONTRIBUTION

- 14.1. In signing this, each consortium member confirms their commitment to recurrently contributing the equivalent of 0.2FTE (one day per week) of a position, typically through co-location of staff or other “in-kind” activities.

Co-Contribution Description	Value

15. MEDIA SPOKESPERSON AND EXTERNAL COMMUNICATION

- 15.1. The <position name> of the Lead Agency will generally be chief spokesperson for <headspace centre name>. The Executive Director and/or Manager may authorise other suitable committee members or senior staff to act as a spokesperson, according to the area of expertise.
- 15.2. The Lead Agency should provide such support to consortium members as it believes is necessary to enable them to act as ambassadors for <headspace Centre Name> and advocates of the **headspace** objectives.
- 15.3. However, a signatory must not, and must ensure that its nominee to the consortium does not make public or media statements or stakeholder communications purporting to be on behalf of <headspace Centre name> without the prior written consent of the Lead Agency.
- 15.4. The **headspace** National Office Communication Policy should be adhered to at all times and is available on request.

16. DISPUTE RESOLUTION

- 16.1. In the event of a dispute or grievance arising within the consortium, every effort will be made to resolve the grievance by negotiation. This will be facilitated by the chair, or if the chair is party to the grievance, the lead agency representative. If a dispute cannot be resolved via this process it will be resolved in accordance with the Lead Agency’s organisational grievance policy.

17. NEW SIGNATORIES

- 17.1. If, after consulting with the consortium, the Lead Agency considers that an organisation that is not a signatory could provide appropriate support and advice to the Lead Agency in delivering **headspace** services, the Lead Agency may invite the organisation to become a signatory to this MoU and nominate an individual to be a member of the consortium.
- 17.2. When an organisation becomes a signatory to this MoU, the CEO shall ensure that:
- 17.2.1. the Register is updated to record the name of the new signatory and any person nominated by the signatory to be a member of the consortium together with the date on which the person became a signatory; and
 - 17.2.2. all other signatories are promptly notified of the change.

18. PERFORMANCE EVALUATION

- 18.1. The <**headspace** centre name> Consortium will undertake an annual performance evaluation of its own activities collectively. The consortium should also ensure that each of its sub committees undertakes an annual review of their performance, which is then reported to the consortium.

19. TERMINATION OF MOU

- 19.1. This MoU may be terminated by agreement between the Board and the Signatory.
- 19.2. If this MoU is terminated with respect to the Signatory, the CEO shall ensure that:
- 19.2.1. the Register is updated to record the date on which the Signatory ceased to be a party; and
 - 19.2.2. all other signatories are notified of the change.
- 19.3. The Board may terminate this MoU with respect to the Signatory and all other signatories if it considers the continuance of this MoU is not consistent with the **headspace** objectives.

19.4. This MoU shall continue in force until a day that is three years from the day on which it came into effect, unless it is terminated earlier in accordance with clause 19.1, 19.2 or 19.3.

20. STATEMENT OF LIMITATION

20.1. The <headspace centre name> Consortium will not:

20.1.1. Be responsible for service delivery enacted in the name of <headspace centre name>, unless provided under a separate Service Level Agreement

20.1.2. Act in a manner that undermines or contradicts the purpose or brief of the **headspace** program

21. REVIEW OF MOU

21.1. The Lead Agency, in consultation with the Advisory Committee, must at least once in every 2 year period, undertake a review of this MoU, for the purpose of:

21.1.1. assessing the effectiveness of this MoU in furthering the **headspace** objectives; and

21.1.2. considering and making any changes to the MoU that it considers will enhance the effectiveness of the MoU in furthering the **headspace** objectives.

22. EXECUTION OF SEPARATE DOCUMENTS

22.1. This MoU may be executed by each party either executing this document or a copy of this document which contains the same terms, and this MoU may consist of any number of copies.

23. LEGAL EFFECT OF MOU

23.1. Unless the Lead Agency and a Signatory expressly agree in writing to the contrary (whether in an SLA or otherwise), this MoU is not legally binding and

does not confer any rights or impose any obligations on the Lead Agency or on a Signatory.

24. AUTHORITY OF SIGNATORY ORGANISATION

24.1. Where this MoU is signed on behalf of an organisation by an individual, the individual represents and warrants:

24.1.1. that he or she is authorised by the organisation to sign this MoU on its behalf; and

24.1.2. that the organisation accepts the commitments and responsibilities of the Signatory set out in this MoU.

EXAMPLE ONLY

Signed for and on behalf of

<Lead Agency Name>

by its authorised representatives:

<Position>

Name (please print)

Date

Signed for and on behalf of

<Consortium Member Name>

by its authorised representatives:

<Position>

Name (please print)

Date

Signed for and on behalf of

<Consortium Member Name>

by its authorised representatives:

<Position>

Name (please print)

Date

Signed for and on behalf of

<Consortium Member Name>

by its authorised representatives:

<Position>

Name (please print)

Date

Signed for and on behalf of

<Consortium Member Name>

by its authorised representatives:

<Position>

Name (please print)

Date

EXAMPLE ONLY