



## MEMORANDUM OF UNDERSTANDING

### 1. PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

Non-Resident Nepali Association of FNCCI Building, Pachali Shahid Shukra, Milan Marg, Teku, Kathmandu, Nepal ("NRNA")

and

Hope for Children Organization Australia Limited, trading as Walk Free Foundation of 80 Birdwood Parade, Dalkeith, Western Australia 6009 ("WFF")

(individually "Party" (where appropriate) and collectively "the Parties").

### 2. VISION:

The Parties wish to cooperate and collaborate with the purpose of ensuring that Nepali migrant workers are free from modern slavery.

### 3. AGREEMENT:

This Memorandum of Understanding ("MoU") is being signed by the Parties to evidence their in-principle intentions.

The Parties agree to use their best endeavours to cooperate and provide assistance to:

- a) undertake research that will inform efforts to eradicate all forms of modern slavery; and
- b) consult on the development of effective strategies and assistance plans for non-resident Nepali workers.

The Parties agree and acknowledge that nothing contained in this MoU constitutes either Party as agent, partner or trustee of the other, nor to have any authority or power to act for, or create or assume any responsibility or obligation on behalf of the other Party.

### 4. TERM:

The term of this MoU will commence on the date of signing and will continue until such time that one Party provides the other Party with seven (7) days verbal or written notice of their intention to terminate this MoU.

### 5. ROLES AND RESPONSIBILITIES OF PARTIES:

The Parties agree to consider the following areas for mutual cooperation:

- consult to create a WFF Nepal country strategy and assistance plans where relevant to areas of NRNA competence; and
- research studies and data collection to investigate matters of mutual interest including, but not limited to, the following:
  - surveying the heads of National Coordination Council's ("NCC") across the 69 countries in which they currently operate relating to the nature of problems faced by non-resident Nepali workers in each country.



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- surveying non-resident Nepali workers via the NRNA to learn more about the nature of work, their experiences in country and upon their return to Nepal (where they have returned), support needs, awareness and understanding of modern slavery, etcetera; and
- collating and analysing case data, or where this is not available, development of data collection tools and processes to obtain this information.

Under this MoU, WFF agrees it will:

- put WFF staff time and research expertise into supporting the development of a case-based database and research projects with NCCs that meet shared interests (for example, surveys of NRNA clients to inform WFF on effective responses to modern slavery and research for the Global Slavery Index);
- provide training on data collection and awareness of modern slavery to NCCs as required; and
- where required for data collection, WFF will develop brief intake forms to collect consistent information over a set period in order to obtain an estimate of the number of cases involving modern slavery dealt with by the NCC. WFF is then responsible for providing NRNA with a dataset that is useable and can be shared. WFF is in a position to offer the skills and staff resources to analyse this data, turn it into information and disseminate (together with NRNA) in a way that is useful for government agencies, non-government organisations and other key stakeholders.

Under this MoU, NRNA agrees it will:

- wherever possible (subject to sensitivities) give WFF cooperation of their NCCs to facilitate engagement and research; and
- provide input into the WFF Nepal strategy.

## 6. COMMITMENTS:

WFF and NRNA shall act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.

Each Party shall endeavour, insofar as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

WFF and NRNA agree to consult and agree upon further scope, terms, methodology and goals of research prior to commencement of activities.

Due credit will be given to each Party, unless requested otherwise.

## 7. CONFIDENTIALITY:

All information including personal information which comes into the Parties' possession or knowledge in connection with this MoU is to be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned.

The NRNA's Confidentiality and Privacy Requirements ("Appendix 1") will be complied during the term of the MoU. Only non-identifying data will be released for the purpose of





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research activities outlined in this MoU. The data must not be used for any other purpose unless approved in writing by the other Party.

The obligations under this MoU shall survive the expiration or termination of this MoU.

**8. INTELLECTUAL PROPERTY:**

For the purposes outlined in this MoU and for the duration of the MoU, all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from activities or projects under this MoU shall vest as follows:

- a) data and information collected or generated by each Party remains the sole intellectual property of the Party who collected or generated it;
- b) the Parties agree to grant the other Party a non-exclusive worldwide license to use their data sets, information and report generation;
- c) the Parties will cross-licence to each other the use and disclosure of the data and information owned by the other Party as required for compliance with this MoU; and
- d) the Parties will retain joint ownership of intellectual property in materials produced from any research jointly carried out or any information or document jointly created under this MoU.

**9. LEARNING AND DISSEMINATION RESULTS:**

Both Parties agree the other Party can share and publish the results of their evaluations or reviews of the initiative undertaken by them for the purpose of mutual learning.

**10. AMENDMENT:**

This MoU may be amended by mutual agreement between the Parties. Any proposed amendment should be made in writing to the other Party and will become effective upon acceptance in writing by an authorised representative of each of the Parties.

IN WITNESS TO THE ABOVE UNDERSTANDING, this Memorandum of Understanding is signed for and on behalf of the Parties on the date inscribed below.

**Hope for Children Organisation  
Australia Limited**

Name: *FRANK DAVID*

Position: *Executive Director Global  
Research, Walk Free  
Foundation*

Signature: *Frank David*

Date: *1st August 2014*

**Non-Resident Nepali Association**

Name: *Shesh Ghale*

Position: *NRNA ICC President*

Signature: *[Signature]*

Date: *1st August 2014*





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## Appendix 1

### NRNA's Confidentiality and Privacy Requirements

#### Confidentiality

Each Party may use the confidential information of the other Party only for the purposes of this MoU.

Each Party must keep confidential information of the other Party confidential except:

- for disclosures permitted under clause 7; and
- to the extent that either Party is required by the laws of their respective countries to disclose any confidential information.

Each Party may disclose confidential information of the other Party to its officers or employees who have a need to know for the purposes of the exercise of powers or the performance of functions of each party (and only to the extent that each has a need to know pursuant to this MoU).

Each Party's obligations under this clause will survive termination of this MoU and will continue in relation to confidential information until the confidential information disclosed to it lawfully becomes part of the public domain.

Nothing in this MoU should be read to require Party to act in a manner which is contradictory to the laws of the respective countries.

The Parties will inform each other and provide opportunity for comments prior to issuing press release that involves the other Party.

The Parties may not place and information, data, findings or reports resulting from this MoU in public domain without written approval of the other Party.

#### Privacy

The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations laws of their respective countries.

All third party information obtained on elements such as workplace safety, investigation and inspection or agreement enforcement (sending and / or destination party) must be kept confidential and unless approved by the concerned parties must under no circumstance be disclosed.

Names and addresses of personnel used in the data collection and / or information gathering must be kept confidential and can only be disclosed through written approval of the concerned personnel.