

MEMORANDUM OF UNDERSTANDING

between

The International Association of Women Police

and

(Host Agency and/or IAWP Affiliate)

on

**Hosting of the (number e.g. 59th) International
Association of Women Police Training Conference,**

PREAMBLE

The International Association of Women Police (IAWP) has selected the (Agency/ IAWP Affiliate) to host the (number e.g. 59th) International Association of Women Annual Police Training Conference. (The (Agency) will host this conference in partnership with (IAWP Affiliate) delete if not relevant). The Conference Directors and Committee Chairs are current members of the IAWP and are hereinafter referred to as the (number e.g. 59th) Conference Committee.

The (Agency/Affiliate) assumes all the responsibilities contained in its bid to host the (number e.g. 59th) IAWP Conference. The bid proposal is attached to this Memorandum of Understanding (MOU) as appendix A.

Representatives of the (number e.g. 59th) Conference Committee and the IAWP have discussed the content of policy 10, which is attached to this MOU as Appendix B. This MOU thereby serves to further define the relationship between the IAWP and the (Agency/Affiliate)

1. Purpose

The purpose of this MOU is to -

- (a) Clarify the roles and responsibilities of the IAWP and the (Agency/ Affiliate)
- (b) Set out the Conference requirements.

2. Competent authorities

The competent authorities responsible for the execution of the provisions of this MOU shall be,

- (a) for the IAWP, the President of the IAWP, or her designee;
- (b) for the (Agency/Affiliate), the (Agency Chief/Affiliate President/Appointed Conference Directors).

3. Responsibilities of the IAWP

In confirmation of the responsibilities outlined in section 4 of policy 10, IAWP will:

- (a) Assume all financial risks associated with the conference.
- (b) Allocate a mentor with previous experience of organising IAWP conference(s) to support and guide the (number e.g. 59th) Conference Committee and act as the main point of contact between the IAWP and the Conference Committee. (4.2, policy 10)
- (c) Provide a grant of \$2,500 US to the Conference Committee and to consider any application by way of a detailed business case from the committee for an interest free loan up to a further \$17,500 US. (4.3, policy 10)
- (d) Pay 40% of any surplus from the conference to (Affiliate) an affiliate of IAWP in good standing. (Delete if no Affiliate involved)

4. Responsibilities of the (Agency/Affiliate)

In addition to the mutually agreed responsibilities set out in section 5 of Policy 10, the (number e.g. 59th) Conference Committee as representative of the (agency/Affiliate) agrees to the following:

- (a) To work with the designated mentor as appointed by the President of IAWP ensuring updates on all aspects relating to the conference take place by maintaining regular contact. (4.2, policy 10)
- (b) To ensure the training programme reflects IAWP's Vision, Mission and Values in that it is an IAWP Conference enabling the showcasing of local, national, regional and international good practice and experiences. (5.6.1, policy 10)
- (c) To comply with all financial reporting deadlines to the IAWP President. (5.9.1, policy 10)
- (d) Enter into agreements and arrangements on behalf of the IAWP in relation to the planning & delivery of the (number e.g. 59th) conference.
- (e) Act as intermediaries with the (Agency/Affiliate) to obtain the necessary 'in kind' support for the success of the conference.
- (f) That registration fees shall be at least 30% less for ALL IAWP members in good standing, than for non-members. (5.10.3, policy 10)
- (g) That there is a 'member rate' within the category of registration applicable to citizens of countries defined as "other than high income" as defined by the World Bank list of economies, which is

used to set the IAWP membership fees for such countries. (5.10.2 & 5.10.7, policy 10)

- (h) That six (6) weeks prior to the start of the conference ALL registration fees shall be increased by 20%. (5.10.4, policy 10)
- (i) That the IAWP Trademarked star is incorporated within any specific logo designed for the conference and it is clear on any documentation, communication and merchandising used in relation to the conference.
- (j) That a comprehensive risk assessment is carried out and updated throughout the planning and delivery of the conference to ensure all contingencies are considered and emergency plans created where appropriate.

5. Financial Management

5.1 In addition to the provisions of Policy 10, the Participants agree that:

- (a) Bank Account(s) will be opened in the name of the (number e.g. 59th) IAWP Conference, for the depositing of registration fees and monetary- donations and sponsorships for the Conference;
- (b) 10% of the registration fees shall be reserved in terms of the criteria as outlined in 5.9.4 of Policy 10, by way of a separate account, or by ring-fencing the amount in the (number e.g. 59th) IAWP Conference bank account. This amount shall be payable in one payment within 30 days following the end of the conference and will not be considered part of the conference surplus.

6. Payment procedures

The payment procedures between the IAWP and (Agency/Affiliate) shall be agreed and confirmed in writing.

7. Coming into force and termination

This MOU will come into force on the date of the last signature thereof and will remain in force for a period of one (1) year after the (number e.g. 59th) Conference, or upon the final closure of the Conference affairs, whichever may be last in time but no later than twelve (12) months after the final day of the conference.

8. Use of trademarks, copyrights, patents and logos

8.1 The IAWP agrees that the (Agency/Affiliate) can make use of the IAWP's logo on documents and literature relating to the Conference: Provided that the (Agency/Affiliate) cannot authorize the use of the logo by a third party, without the express permission of the IAWP.

8.2 The IAWP and (Agency/Affiliate) hereby agree that ownership of all title, copyright, industrial, and intellectual property rights in any content of any kind, shall remain vested in the owner thereof, unless specifically otherwise agreed, in writing, between the IAWP and (Agency/Affiliate).

9. Standard of care

9.1 The IAWP and (Agency/Affiliate) agree that they shall protect any confidential information that may be disclosed pursuant to the provisions of this MOU, using the same standard of care that each party applies to its own property. Secret or confidential information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof, except as may be provided by law.

9.2 The IAWP and (Agency/Affiliate) shall exercise reasonable skill, care and diligence in the fulfilment of their obligations as contained in this MOU, so as not to cause harm or prejudice to the (Agency/Affiliate) or the IAWP.

10. Limitation of liability

10.1 The IAWP and (Agency/Affiliate) agree that in accordance with paragraph 5.13 of Policy 10, it is the responsibility of the IAWP to purchase liability insurance to cover loss or injury. The purchase of the said liability insurance will be facilitated by the Conference Committee on behalf of the IAWP.

10.2 The IAWP and (Agency/Affiliate) agree that the (Agency/Affiliate) shall not be held responsible for damages and claims resulting from any loss, injury or death of any employees, agents, subcontractors, assignees or members of the IAWP, or persons attending the Conference, or rendering services, or performing functions in accordance with Policy 10, or this MOU.

10.3 The IAWP indemnifies and holds the (Agency/Affiliate) harmless from any award of costs or damages against the (Agency/Affiliate) for any action based on infringement of any copyright, or other intellectual property rights, resulting from the (Agency/Affiliate's) fulfilment of its obligation in accordance with this MOU, subject to the following:

- (a) the (Agency/Affiliate) shall promptly notify the IAWP, in writing, of any allegations of infringement; and
- (b) the (Agency/Affiliate) shall promptly notify IAWP, in writing, as soon as it becomes aware of any potential infringement of copyright or other proprietary right.

11. Entire Understanding

11.1 Policy 10 and this MOU contains the entire agreement between the IAWP and (Agency/Affiliate) with respect to the subject matter and supersedes all prior agreements between the IAWP and (Agency/Affiliate), whether written or oral. Neither the IAWP or the (Agency/Affiliate) shall not be entitled to rely on any terms, conditions or representations not expressly contained in Policy 10 or in this MOU.

11.2 In the event of a contradiction between the provisions of Policy 10 and the provisions of this MOU, this MOU shall take preference.

12. Settlement of disputes

Any dispute arising out of the interpretation, application or implementation of this MOU will be settled in accordance with section 7 of Policy 10.

13. Variations

13.1 No variation of, or addition to this MOU, will be of any force or effect, unless reduced to writing and signed by, or on behalf of the IAWP and the (Agency/Affiliate).

13.2 The IAWP and the (Agency/Affiliate) agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in Policy 10 and this MOU.

14. Enforcement and waiver

14.1 A failure to enforce or to require the performance of any of the provisions of policy 10 or this MOU at any time, shall not be construed to be a waiver of such provision and shall not affect either the validity of this MOU, or any part hereof, or the right of the IAWP or the (Agency/Affiliate) to enforce the provisions of this MOU.

14.2 No waiver of any of the terms and conditions of this MOU shall be binding for any purpose, unless reduced to writing and signed by the IAWP or the

(Agency/Affiliate) giving same, and any such waiver will be effective only in the specific instance and for the purpose given.

15. Severability

In the event that any of the terms of this MOU are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

16. Governing Law

This MOU and the relationships of the IAWP and the (Agency/Affiliate) in connection with the subject matter of this MOU shall be governed and determined in accordance with the laws of the (State/Province/Country) where Conference is being held.

17. Notices

17.1 The IAWP and the (Agency/Affiliate) elect the following addresses to which any written notice, legal processes, or any MOU shall be delivered:

(a) For the IAWP:

(i) **Physical address:**

The President, International Association of Women Police
(IAWP)

(ii) **Postal address:**

The President, International Association of Women Police
(IAWP)

- (b) For (Agency/Affiliate):
 - (i) **Physical address:**
 - (ii) **Postal address:**

17.2 The notice shall,

- (a) if posted by prepaid registered post be deemed to have been received by the addressee on the eighth (8th) business day following the date of posting;
- (b) if delivered by hand, be deemed to have been received by the addressee on the date of delivery; and
- (c) if transmitted by facsimile, be deemed to have been received by the addressee one business day after dispatch.

SIGNED at on this day of..... 20.....

On behalf of the (Agency/Affiliate):

.....
Name

SIGNED aton this.....day of..... 20.....

On behalf of the IAWP

in her capacity as IAWP President:

.....
Name

SIGNED aton this.....day of..... 20.....