



Australian Dispute Resolution Association
Inc

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Mongolian Center for Mediating Unity and
trust NGO

ICC Tower, Jamiyan Gun Street 9, Khoroo#1,
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**AUSTRALIAN DISPUTE RESOLUTION ASSOCIATION
INCORPORATED**

AND

**MONGOLIAN CENTRE FOR MEDIATING UNITY AND TRUST
NON-PROFIT ORGANIZATION**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Memorandum”) is made on the 1st day of July..... 2020 between the following parties:

AUSTRALIAN DISPUTE RESOLUTION ASSOCIATION INCORPORATED (ABN 75 535 099 840) of PO Box A2468, SYDNEY SOUTH NSW 1235 (“ADRA”); and

MONGOLIAN CENTRE FOR MEDIATING UNITY AND TRUST of ICC Tower, Jamiyan Gun Street 9, Khoroo#1, Sukhbaatar District, Ulaanbaatar, Mongolia (“the MCFMUAT”)

BACKGROUND

- A. The parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the parties as well as the respective rights and responsibilities of each Party.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party.
- D. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

1. PROJECT AND PURPOSE

- (a) The parties intend to investigate the prospect of working together and to actually work together, on a project which will be referred to as the Mongolia Project (the “**Project**”).
- (b) The Project has the following purpose (the “**Purpose**”):
 - (i) That the MCFMUAT will be an Affiliate of ADRA and entitled as such to use the ADRA logo with the words ‘Affiliate of ADRA’, ‘Affiliate Member of ADRA’ or words to the similar effect for its own marketing purposes, provided always that it abides by the principles as outlined in ADRA’s Constitution and Governance Manual, as amended from time to time.
 - (ii) That MCFMUAT and ADRA are respectively free to set their own standards for their own purposes in line with international dispute resolution principles and ADRA’s Constitutional requirements.

2. MEMORANDUM

- (a) The parties hereby acknowledge and agree that:
 - (i) the terms of this Memorandum are not intended to be legally binding;
 - (ii) the terms of this Memorandum are not exhaustive;

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- (iii) nothing in this Memorandum will be construed as creating any legal relationship between the parties;
 - (iv) this Memorandum does not create any rights, obligations or duties for any Party;
 - (v) this Memorandum is a statement of intent by the parties and is intended to encourage mutual cooperation;
 - (vi) nothing in this Memorandum affects any other agreement(s) which may exist between the parties as at the date of this Memorandum or at any subsequent date; and
 - (vii) notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the parties' respective intentions as at the date of this Memorandum.

3. CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by written agreement between the parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the parties.

4. GENERAL OBLIGATIONS

- (a) Notwithstanding the nature of this Memorandum, the parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- (b) The parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- (c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the parties' relationships with one another and in order to pursue the Purpose.

5. TIMING AND DURATION OF PROJECT

- (a) The commencement date of this Memorandum is taken to be the date on which a counterpart is executed by the last party.
- (b) This Memorandum will remain in effect unless and until terminated or withdrawn by the parties.

(c) Either Party may terminate or withdraw this Memorandum by written agreement providing one month's written notice to the other Party.

(d) In the event that a Party withdraws from this Memorandum under this clause, then any rights and obligations set out in this Memorandum will cease to apply to both parties, unless expressly provided otherwise in this Memorandum.

6. CONSEQUENCES OF TERMINATION OR WITHDRAWAL

(a) In the event that this Memorandum is terminated or withdrawn in accordance with clause 5 above:

- (i) No Party will, under this Memorandum, incur any financial liability to the other Party; and
- (ii) Notwithstanding the preceding sub-clause hereof, a Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort and/or equity.
- (iii) In the event that a Party ("**First Party**") is in possession of any equipment, materials, documents, intellectual property, data or other information ("**Items**") that are the property of the other Party ("**Second Party**"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party.

7. APPLICABLE LAW

(a) Notwithstanding that this Memorandum is not legally binding, the parties irrevocably agree that in the event that laws need to be applied to it:

- (i) This Memorandum is construed in and governed by the laws of New South Wales; and
- (ii) the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

8. PROHIBITION AND ENFORCEABILITY

(a) Any provision of, or the application of any provision of this Memorandum which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of this Memorandum which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

9. COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

10. COUNTERPARTS

This Memorandum may be executed in any number of counterparts each signed by one or more parties.

Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document and the date of the Memorandum shall be the date on which a counterpart is executed by the last party.

EXECUTED by the parties as a Memorandum of Understanding:

EXECUTED by AUSTRALIAN DISPUTE RESOLUTION ASSOCIATION
INCORPORATED:


Katherine Johnson
Co-President


Andrew Wong
Co-President

EXECUTED by MONGOLIAN CENTRE FOR MEDIATING UNITY AND TRUST
NON-PROFIT ORGANIZATION:



Ichinkhorloo Byambasuren
President


U. Lkhavagadam
Co-President