



MEMORANDUM OF UNDERSTANDING

entered into, by and between

GLOBAL ACTION FUND FOR FUNGAL INFECTIONS

with its principal place of business at
Rue de l'Ancien-Port 14
1211 Geneva 1, Switzerland

(hereinafter referred to as "GAFFI")

AND

GLOBAL ACTION FUND FOR FUNGAL INFECTIONS UK

with its principal place of business at:
Bridge House, Ashley Road, Hale, Altrincham WA14 2UT, UK

(hereinafter referred to as "GAFFI UK")

(hereinafter referred to jointly as "the Parties")

On

JOINT WORKING TO ACHIEVE COMMON OBJECTIVES

PREAMBLE

WHEREAS GAFFI is a Swiss International Foundation; and

WHEREAS GAFFI UK is a United Kingdom Charitable Incorporated Organisation; and

WHEREAS GAFFI and GAFFI UK share identical goals, operational and fund raising may be better sited in different locations because of differing cost bases, philanthropy opportunities, taxation, ease recruitment and supervision of personnel and transport links; and

THEREFORE both **parties** undertake to enter into this MoU to allow them the opportunity and provide the formal vehicle to develop and implement mutually agreed upon initiatives GAFFI's mission.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. MISSION and GOALS

1.1 GAFFI and GAFFI UK will have identical mission and vision statements. Should the need arise to change these, this will be done by mutual agreement.

1.2 The charitable goals of GAFFI and GAFFI UK will be the same and may not be changed. They are written into the founding documents of both parties.

2. LEGAL STATUS

2.1 GAFFI is an International Foundation in Geneva, Switzerland, charitable number CH-660.1.922.013-5. It shall be legally independent from all other organisations including GAFFI UK. GAFFI Board members shall be responsible for the affairs of GAFFI, and shall abide by all relevant laws in Switzerland pertaining to GAFFI and its operations and financial affairs.

2.2 GAFFI is a Charitable Incorporated Organisation in Altrincham, Cheshire, UK England, United Kingdom, Registered Charity Number 1170853. It shall be legally autonomous and not controlled by any other organisation including GAFFI. GAFFI UK Board members shall be responsible for the affairs of GAFFI UK, and shall abide by all relevant laws in the United Kingdom pertaining to GAFFI UK and its operations and financial affairs.

3. BOARD MEMBER APPOINTMENTS

3.1 GAFFI will select and approve its Board members, in accordance with its statutes.

3.2 GAFFI UK will appoint its Charity Trustees in accordance with its Constitution. GAFFI has the right to appoint up to 3 Trustees to the GAFFI UK Board.

4. FINANCE

4.1 GAFFI's AND GAFFI UK's financial affairs shall be kept separate. Transfers between the 2 parties will be made by agreement and minuted appropriately by each Board. Each party may delegate to an officer the responsibility for handling individual transactions, and agreed budgets, requiring the other party to implement it.

4.2 Each party will appoint its own auditors and independent annual audited accounts will be prepared for approval by each Board. Draft accounts, cash flow statements, bank statements may be shared by both parties as mutually agreed.

4.3 Fund raising will be linked and co-ordinated between the 2 parties, to maximise appeal to potential donors and any prevailing tax or other geographical incentives. Any costs of fund raising will be borne by one or other party, or both, as mutually agreed. Both parties agree to allow audited accounts to be made available to external party, as if the party were one, and to post such accounts on the GAFFI website.

4.4 Each party will have its own bank account(s) and be responsible for their integrity.

4.5 Each party will have its own expense policy, which may be mutually agreed.

5. EMPLOYEES and CONSULTANTS

5.1 The Parties agree either party may employ staff or consultants to further their mutual mission, without recourse to each other. Such employees or consultants will represent both parties externally in all project implementation, advocacy, fund raising, communications or other capacity that they are employed to undertake. The Executive Director or other senior employees may be appointed to manage affairs of both parties jointly, subject to mutual agreement.

5.2 Both parties acknowledge that the reputation of either could be damaged if such an employee or consultants mis-represents GAFFI or GAFFI UK in some material way and will take immediate steps to remedy this.

5.3 Any employee liability rests with the employing party and is not transferable or extendable, unless formally agreed by the Board.

6. COMMUNICATIONS

6.1 The Parties to maintain a single website which shall identify the directors of each Party, the most up to date Statutes and Constitution of each party, each Party's registered address and charitable number, and each years annual accounts.

6.2 News items, press releases, presentations, videos, tweets and other external communications shall be labelled as coming from GAFFI, with the one exception of letters and emails from GAFFI UK, where the physical address is required. Email accounts will all be in the form of ...@gaffi.org.

6.3 The content of any advocacy documents, press releases, news items and external presentations shall be agreed by the President of each Party and Executive Director, without recourse to the Board.

7. LOGO

The GAFFI logo will be owned and use controlled by GAFFI.

8. INDEMNITY

Nothing in this agreement confers any liability from one party to the other. Each party will maintain its own indemnity insurance for their respective activities.

9. CONFIDENTIALITY

This agreement will not be confidential in the interests of external transparency.

10. JURISDICTION

This agreement is written under English law.

11. COMMUNICATION CHANNELS

Correspondences shall be via electronic or telephone communication. A communication shall be deemed duly given when delivered by any of the

following: couriers, registered mails, facsimile transmissions, e-mails to each party at their registered addresses.

12. AMENDMENTS AND TERMINATION

a) Any amendment, extension, limitation, improvement or variation of this MoU in whole or in part shall not be binding on the Parties, unless it is reduced to writing and agreed upon and signed by the parties.

b) This MoU may be terminated in writing by any of the Parties to the other, by giving six (6) months written notice.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this MoU in two (2) originals in the English language, each party hereto retaining such an original.

THUS, signed on January 6th 2017

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GAFFI

David Jenning



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GAFFI UK
