



## MEMORANDUM OF UNDERSTANDING

between DMG interpersonal e.V. represented by the International Director, Andrew Howes and The Department of Mental Health, Thailand represented by the Director General of the Department of Mental Health Sqn.Ldr. Boonruang Triruangworawat, MD

The DMG interpersonal e.V. and The Department of Mental Health (hereinafter referred to as "the parties") express with this Memorandum, their interest to coordinate and collaborate in Volunteer Service activities pertaining to effective and mutually beneficial cooperation, to develop volunteer services in social help Projects in Thailand and cultural exchange and to cooperate towards facilitating volunteers from the DMG interpersonal in Germany in Projects under the Department of Mental Health in Thailand.

The parties seek to intensify the following forms of co-operation:

- Provide for Volunteers from Germany to work in Projects in Thailand e.g. the Wheelchair Project at the Rajanagarindra Institute of Child Development
- II. Provide for Specialist Volunteers, who can contribute to the expansion of the Services towards mobility aid for disabled children and adults like for special electric wheelchairs and therapy equipment for which volunteers with skill sets on computer, webdesign and electronics are needed.
- III. Exchange of non-academic staff for exchange of experiences
- IV. Co-operation in administrative issues (Helping to acquire Visas, Work Permits and other necessary documents needed by the volunteers)
- V. All other relevant activities of mutual interest

The details of the cooperation for each project will be acknowledged in a service agreement for each project implemented under this MOU and will be attached to this MOU. This memorandum does not result in any financial obligations. Each institution will be responsible for seeking funds to support its involvement in the cooperative activities contemplated under this Memorandum of Understanding, and all such activities will be dependent upon the budgetary appropriations of the parties.

The MOU will be effective from the date of signature for an initial period of three years. If notice is not served, it will automatically be extended for an additional year. Both parties have the right to serve notice on the memorandum by the 30th April of each year.

For DMG interpersonal e.V.

Buchenauerhof, 01.06.2018

Andrew Howes

International Director

C interpersonal DMG interpersonal e.V. Buchenauerhof 2

74889 Sinsheim, Germany

FOR THE DEPARTMENT OF MENTAL

HEALTH:

Buchenauerhof, 01.06.2018

Sqn.Ldr. Boonruang Triruangworawat, MD Director G eneral, Department of Mental

Health, Ministry of Public Health

Department of Mental Health. Tiwanon Road, Nonthaburi 11000, Thailand

# **Cooperation Agreement**

for the implementation of International Youth Volunteer Services (IJFD), the Alternative Service Abroad (ADiA), Voluntary Social Year abroad (FSJ) and other non-regulated public volunteer services

#### between

### DMG interpersonal e.V.

Buchenauerhof 2, 74889 Sinsheim, Germany (hereinafter DMG)

#### and

# The Rajanakarindra Institute of Child Development (RICD)

196 Moo 10, Tambon Don Kaew Amphur Mae Rim, Chiang Mai 50180, Thailand (hereinafter PO)

#### **Preamble**

DMG and PO reaffirm the great importance of voluntary services for intercultural living and learning in our globalized world, for peace, reconciliation and international understanding, for the personal formation and growth of the volunteers in service to and together with people in need. Affirming the role of volunteers as intercultural learners they agree to cooperate in the implementation of voluntary services:

#### 1. Agreement Partners

## 1.1. DMG

The DMG is a registered non-profit association (e.V.), which supports Protestant congregations in sending workers abroad. Therefore, candidates are expected to identify with the Christian basis of faith, to which DMG is obligated. According to its statutes, its purpose is "the participation in the sending of Christians into the world" (§ 3). This occurs in particular through: the promotion of religion, education and care (§3.1), conducting charitable, educational, medical and social-welfare projects (§ 3.3), in particular promotion of youth care, child care, education, research, schooling, adult education and vocational training (§3.3.2), tolerance and international understanding (§3.3.3), community, social and economic development (§3.3.4), in the strengthening of self-help projects and empowerment (§3.3.5). Based on its mission statement, DMG stands for peace, reconciliation, justice acceptable to God, as well as partnership, intercultural encounters and mutual learning.

# 1..2. Partner Organisation (PO)

The Rajanakarindra Institute of Child Development (RICD) is a Thai government agency to promote and improve the disability situation of children throughout Northern Thailand. It is primarily a medical-oriented institution and thus subordinate to the Thai Ministry of Public Health. The wheelchair project exists since 2000 and is located on the grounds of the RICD since 2000. The wheelchair project has distributed donated wheelchairs and other aids throughout Thailand to the destitute disabled. The project has enjoyed early recognition of the royal family and is under the patronage of the royal family. The wheelchair project is run by volunteers and supported by officials of the RICD. We at the RICD Wheelchair Project see ourselves as part of a global community that needs to join together in order to meet the needs of those around us.

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## 2. Responsibilities of DMG

- 2.1. DMG applies for the approval of a placement based on the job description and budget provided by the PO and calculates the financial support needed for this placement.
- 2.2. Advises prospective candidates, selects suitable volunteers, in consultation with the PO and prepares them during a training seminar in Germany for service abroad.
- 2.3. Nominates a personal DMG supervisor, who coaches the volunteers individually in Germany and helps in winning sponsors. He/she also supports the volunteers during and after their placement.
- 2.4. The DMG supervisor advises the PO in setting up the placement, helps in the training and supervision of volunteers, assists in organising the intermediate seminar and meetings with other volunteers and supplies the reflection documents.
- 2.5. In the case of a personal conflict or an emergency during the placement, the DMG supervisor will work closely with the leaders of the PO in managing the situation.
- 2.6. When the volunteers return to Germany the DMG supervisor will conduct at least one evaluation session with the volunteer.
- 2.7. DMG will make the necessary arrangements for the volunteers insurance, including International healthcare, accident, liability insurance and air rescue (medevac) as required.
- 2.8. DMG will reimburse the PO for the costs of the placement and (IJFD, ADiA, FSJ) the volunteer's pocket money. It transfers the budgeted costs in advance to the PO accounts and uses the subsidies from the government volunteer program for it.

## 3. Responsibilities of the Partner Organisation (PO)

- 3.1. The PO writes a job description including a budget for the placement.
- 3.2. Assigns volunteers only to the stated activities and at the named location. The volunteer should not travel to other locations except for brief excursions, conferences, brief business trips, etc. or on vacation. An application to relocate can only be granted after prior consultation with DMG and the signing of a new Placement Agreement.
- 3.3. Offers help with the visa application and orientation on arrival at the placement location and give advice on language acquisition.
- 3.4. Arranges for the volunteer's accommodation or offers support in finding a suitable alternative.
- 3.5. The PO ensures work support through a work supervisor at the placement location. It also provides educational support through a local advisor.
- 3.6. Arranges regular (preferably monthly) meetings between the volunteer and the local advisor, respectively the work supervisor and provides several times for reflection, sends DMG supporting documents and where possible allows a meeting with other volunteers.
- 3.7. Regularly updates the contingency plan, ensuring the safety of the volunteers at all times and instructs the volunteers on the security guidelines.
- 3.8. Assures a regular full-time position with a maximum of 40 hours and at least one day off per week; the leave is regulated in the placement contract between DMG and the volunteer.
- 3.9. Presents the necessary receipts and financial accounts on time and briefs DMG on the best methods payment. In the case of medical emergencies and liability cases, the insurance of the volunteer signed by DMG covers the costs. In this case, the PO immediately contacts the insurance company directly. Contact details for emergencies are provided in advance to the PO. Concerning measures in other

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crises, involving financial implications, the PO works closely and preferably in advance with the DMG to mutually agree any measures.

#### 4. Communication

- 4.1. DMG and the PO inform each other (via e-mail, phone, Skype etc.) on all significant events and documents them.
- 4.2. Agree in advance on the volunteer's date of arrival, start of work and date of return, as well facilitating the visa application etc.
- 4.3. Decide on the educational and cultural events the volunteers can take part in. The PO sends DMG the documentation for these training days (and meetings with other volunteers) which DMG will document.
- 4.4. The Best Practice and decision-making aids will be sent to all concerned before the volunteer arrives at the placement, a process development based on a spirit of openness and mutual understanding will be the goal.
- 4.5. In the case of volunteers in the official volunteer programs, the PO and DMG will comply with its requirements, which are known, understood and accepted by the PO. DMG and the PO understand that violations of these regulations could, under German law, trigger liability claims, against DMG or the PO.
- 4.6. Both organizations and their coworkers carry an obligation not to collect, process use or pass on any personal data (Name, Photo, Health Info, etc.) without authorization. This applies to the work within and outside the organization. The obligation remains in force beyond the time of the contract.

## 5. An early termination of the volunteer placement

PO will notify the DMG immediately if there is an important reason to terminate the placement of a volunteer (i.e. a continuation of the placement would cause undue effort to the PO). In this case, DMG will be obliged to cancel the agreement with the volunteer at the earliest date. DMG can also cancel the agreement with the PO and the volunteer, if the PO does not place the volunteer in accordance with the spirit and purpose of voluntary service.

## 6. Duration

This agreement is valid for an indefinite period unless it is revoked by either party. The notice period is 3 months.

## 7. Appendix, written form requirement and severability clause

The explanations in the appendix are part of this agreement. Additional agreements and amendments to the contract must be in writing. Should a clause of this agreement be deemed invalid it will not affect the validity of the rest of the agreement. This agreement is drawn up in duplicate, one copy for the PO and one for DMG.

Sinsheim,

(Location / Date)

Signature / \$tamp of DMC

Date: 01.06.2018

Location / Date)

(Location / Date

Signature / Stamp of PO

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# Appendix to the Cooperation Agreement between DMG and the Partner Organisation

## **Explanations:**

Various terms in paragraphs 3 and 4 can be understood differently in different cultures. The following explanations are given to clarify expectations and help avoid misunderstandings, in a spirit of intercultural cooperation on an equal footing and mutual learning. This will also help ensure compliance with the requirements for the volunteer services in Germany:

- ad 3.1: The activities of the volunteers in official volunteer programmes (IJFD, ADiA, FSJ abroad) are mainly of a social and practical nature, administrative activities should be less than 50% of the working time and a volunteer should not replace a local employee. The PO sets up the volunteer's workplace, in accordance with health and safety regulations of the country, including furniture. Should the volunteer be required to drive motor vehicles as part of his work the PO will purchase the necessary liability insurance.
- ad 3.2: The PO will discuss any change of contact person, address, scope of duties etc. in writing with the DMG; it seeks DMG's approval well in advance on any change in the job description. The work of the volunteer on government volunteer services should generally be within a radius of 15 km from the living location.
- ad 3.3: The local orientation includes: clarification of mutual expectations, organisational structure, cultural issues, code of conduct, introduction to the living and working environment, security, etc.
- ad 3.5: The PO designates a suitable work supervisor and local advisor and trains them in the accompaniment of the volunteers. The local supervisor and the work supervisor should, if possible, be different people.
- ad 3.6: The supervision includes personal and spiritual aspects. The PO keeps DMG informed on the outcome of the personal reflection of the volunteer; it expresses appreciation to the volunteer, i.e. including him or her in the decision making processes during the placement, granting responsibility for tasks and organising a farewell party etc.
- ad 3.7: The contingency plan makes provision for an emergency evacuation. At the beginning of the placement the PO will fill out an emergency contacts form and forward it to the volunteer and DMG. The volunteer will know at all times, whom to contact in an emergency. In a crisis, for example, illness, accident, etc., the PO informs DMG without delay, using DMG's emergency contact information. The DMG will provide the PO with details of its own emergency plans.
- ad 3.8: For volunteers not in official volunteer programs other arrangements are possible.
- ad 4.1: The communication includes: selection of suitable candidates, special situations, changes and emergencies. In case of an emergency DMG and PO will communicate as soon as possible to coordinate their actions. They will communicate on a regular basis to maintain the relationship even without incident.
- ad 4.3: In planning the training, the preferences of volunteers will be taken into consideration. Travel to these events is considered as working time.

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