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**Memorandum of Agreement**

This **Memorandum of Agreement** (“MOA”) is made and entered into as of

\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”), by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“New Member”)

and the **Global Alliance for Surgical, Obstetrics, Trauma, and Anaesthesia Care (“The G4 Alliance”)**, a District of Columbia not-for-profit corporation with offices at 633 North Saint Clair Street, 20th Floor, Chicago, Illinois 60611, USA.

**Whereas**, member organizations of the G4 Alliance mutually recognize the importance of improving access to surgical, obstetric, trauma and anaesthesia (“SOTA”) care around the world, for saving lives and preventing life-long disability, and investing in training, capacity building, and infrastructure to support the delivery of SOTA care; and

**Whereas**, member organizations of the G4 Alliance mutually recognize the need to work collaboratively to make access to SOTA care a global health priority and

**Whereas**, the G4 Alliance is an initiative to promote universal access to quality, safe, timely, and affordable emergency and essential SOTA care and

**Whereas**, the G4 Alliance serves this mission by striving to:

* Undertake public advocacy campaigns;
* Build priority for global access to emergency and essential SOTA care among members of civil society, the private sector, and the media; governments; multilateral organizations; nongovernmental organizations; and non-profit organizations; and
* Raising the profile of SOTA care as part of the global development agenda for the purpose of building a movement to increase access to SOTA care worldwide;

**Therefore**, the parties agree that the New Member shall henceforth be a member organization of the G4 Alliance, with all rights and obligations thereof.

The **Term** of this agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This agreement shall renew at the end of each term for a subsequent one-year term unless the New Member notifies the G4 Alliance otherwise within one month of the start of the new term or of receiving a dues invoice for that term, whichever is later.

# Membership Dues

Annual dues for any term shall be based on the membership dues schedule then in force by the G4 Alliance. For the term of this agreement, such dues shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. For any subsequent Term after the end of the membership period of this memorandum, **the Term period will be aligned with the calendar year, and annual dues** will be negotiated between the member and the G4 Alliance.

# Governance

Members are invited to designate one representative from their organization to the Permanent Council (“PC”), which will guide the actions of the G4 Alliance Board of Directors and facilitate networking, collaboration, resource mobilization, and partner development.

Name of Designated Representative to PC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title in Member Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The member may change its representative to the PC, permanently or temporarily, by providing written notice to the G4 Alliance.

# Participation

Members are invited to designate up to six (6) other individuals (or email addresses) to receive invitations to G4 Alliance events and notifications of G4 Alliance activities.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Representation

All G4 Alliance members may represent themselves as Member Organizations provided that G4 Alliance branding and style guidelines are followed. Each member organization’s name, logo, profile, website link, and Permanent Council representative shall be displayed on the G4 Alliance website and on such other promotional or advocacy materials or publications as applicable unless the member requests otherwise.

# Non-exclusivity

This MOA represents a non-exclusive agreement among the members of the G4 Alliance that preserves the right of each to work independently or with other organizations and to raise funds from any source of its choice.

# Credit

G4 Alliance member organizations agree to reference the G4 Alliance explicitly and in accordance with the G4 Alliance branding and style guidelines to the extent possible when publishing or using G4 Alliance materials, resources, or tools. G4 Alliance materials, resources, and tools include any documents, statements, or publications created by, with, or for the G4 Alliance.

# Code of Conduct and New Policies

G4 Alliance member organizations agree to adhere to the following documents.

[G4 Alliance Code of Conduct](https://docs.google.com/document/d/14ZhT_X04prGrbz1vCHzxz1B3wcF313N9/edit?usp=sharing&ouid=105031312301517377837&rtpof=true&sd=true)

[G4 Alliance Sexual Harassment Policy](https://docs.google.com/document/d/1f8WpwIXyaKjftTZB6Kg5w5tRA_SGuXUi/edit?usp=sharing&ouid=105031312301517377837&rtpof=true&sd=true)

[G4 Alliance Child Protection Policy](https://docs.google.com/document/d/1Nx8lICJRIHS8zYliucsToaY7g5G0UDVy/edit?usp=sharing&ouid=105031312301517377837&rtpof=true&sd=true)

[G4 Alliance Policy Manual](https://drive.google.com/file/d/1b3gffYRFB7sEg0sxwz9TpC_Q032hF0ev/view?usp=sharing)

# Termination

Any member organization may terminate its G4 Alliance membership at any time by providing written notice to the G4 Alliance. Non-payment of outstanding dues, after sufficient notice has been provided shall be considered termination of membership. Otherwise, the G4 Alliance may terminate the membership of any organization only in the manner provided in its ByLaws.

This MOA is thus entered into by the parties hereto:

Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the G4 Alliance:

Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Executive Director