MEMORANDUM OF UNDERSTANDING Instruction Guidance

This model MOU has been prepared to help facilitate the development of a partnership agreement between partners. The text is based on external studies and examples of 'best practice' in formulating agreements within CRS. The intention is to help formulate agreements that reflects the CRS Partnership Principles and the mutual understanding of the parties. It should be considered a model and therefore adapted and changed to accurately apply to each unique partnership.

More than just a document, the formulation of an MOU is a process for discussion, clarification and negotiation that is critical to partnership. This process could take 2 months, 6 months even a year and should be considered joint work. *The Partnership Toolbox: A Facilitators Guide to Partnership Dialogue* has a section on creating an MOU and exercises that may be useful in guiding the process (found in Chapter 4: Putting it Together). Engaging an external facilitator may be considered if the facilitation skills are not available or if a neutral facilitator would be more effective. The end result is a document but more importantly a clearer understanding and communication about why each has entered into the partnership, expectations and how both parties will engage one another. *Editing the document and sending it to a partner for comment will be counterproductive because it is not practicing the partnership principles!*

Some suggestions from past practice suggest that engaging a facilitator for the process is helpful. Also a combination of small and large group discussions helped the large group work more quickly and productively, i.e. a small joint task force produces a draft discussion paper.

A note on formatting: For ease of editing, the model has been electronically formatted in such a way that it can be quickly edited through the use of search/replace functions for commonly used phrases, such as the name of the partner and the country. Text highlighted in red is intended to apply particularly to church partners. All highlighting can be easily removed by using 'select all' and changing the highlighting to 'none' and text color to black.

1.0 Organizations to the MOU

Identify each organization and their relationship to one another, especially within the country. This document may also be applied to partnerships with multiple partner's. If the MOU is being used for an umbrella project, for example, adapt the model accordingly.

2.0 **Identity of the Organizations**

Add the mission statements of both organizations to this section.

3.0 Goal and Values

This section describes the overall goals and operational values of the partnership. Make explicit the intention of the partnership and the partnership values that parties will strive toward. If local principles of partnership have been developed with partners, these should be reflected here.

4.0 **Operating Principles**

This gives general guidance regarding how programs are managed. However, each specific project should be governed by a project agreement, which outlines critical information, such as time frame, objectives, activities, and outcomes of the project. Most sections are self-explanatory, but a few merit discussion.

- 4.3 *Decision-Making* Venues for mutual decision making is key to a successful partnership and should be addressed here.
- 4.6 *Fundraising* Specify how funds for joint programs will be raised. Who will be approached and by whom? Is joint fundraising possible?
- 4.7 Capacity Strengthening Not every partnership needs to involve capacity strengthening. But if both parties agree that it would be beneficial, a section outlining its contents should be added. Note the capacity strengthening flows both ways. CRS should identify ways that partners strengthen CRS capacity.

4.9 *Solidarity* - This section identifies the ways of working together that enhance the intangible principles, such as mutual trust and transparency. This 'code of conduct' should be generated and mutually agreed upon by both parties.

5.0 Organizations individual contributions

Recognizing that each partner both gives and receives from the partnership, detail the different types of resources each brings to the interaction. This is a way to value non-material assets that are critical to any successful partnership or project. The mutuality discussion should be tied to the agency's global solidarity mission. Country programs should use this opportunity to define global solidarity priorities with their partners and enlist them in the CRS mission of educating and mobilizing US constituencies.

6.0 Conflict resolution

While hopefully not needed, an agreed upon way to resolve conflicts is important so that it is not viewed as CRS taking unilateral decision making.

7.0 Consultative Committee

When there are more than one partners in a country, a consultative committee of all the partners and CRS might be an effective way to facilitate communication and joint action. If not, other mechanisms, such as annual retreats, should be specified.

8.0 Modifications to the MOU

Decide how the agreement will be amended or changed.

9.0 Period of the MOU

This section follows the philosophy that partnerships grow and change but continue until they are no longer useful by the parties. The life of a partnership may include many projects of collaborations that do have explicit time frames and objectives to be completed, but that the partnership itself does not end until one or both parties are no longer being served.

10.0 Withdrawal form the MOU

If the partnership reaches a point in which it is no longer mutually beneficial and changes are not possible, ending the partnership and withdrawing from the MOU with respect is best.

10.0 Effective Date and Signatures

Self-explanatory.

MEMORANDUM OF UNDERSTANDING Between



and

Catholic Relief Services—USCC

Preamble

This memorandum between partner and Catholic Relief Services (CRS)—USCC establishes the broad
mutual understanding of our two organizations regarding our strategic relationship in establishing and
operating programs of development for the poorest in <country</p>. We recognize the autonomy of each
organization and enter this agreement in a spirit of mutual trust, respect and a shared commitment for
social justice and the preferential option for the poor. This Memorandum of Understanding is therefore a
statement of mutual intent to which the two organizations are bound. For specific jointly developed
programs, agreements will be entered into in the form of grant agreements or other documents based on
specific program plans and budgets.

1.0 Organizations to the Memorandum of Understanding

- 1.1 Organizations to this Memorandum of Understanding are < partner > and the United States Catholic Conference (USCC) respectively, herein after called the organizations.
- 1.2 CRS is in < country > at the invitation of the < Episcopal Conference > to work with < partner > as its partner of preference.
- 1.3 This MOU does not preclude each organization from working independently with other commissions of the church, as well as with other organizations in <country> engaged in humanitarian relief and development efforts. However, the organizations shall be transparent about the establishment of these collaborations with other organizations, as they affect the collaboration.

2.0 **Identity of the Organizations**

2.1 partner
and CRS affirm that they are both autonomous Catholic organizations with a common goal. The parties shall therefore work together to fulfill their common goal while affirming their different identities.

2.2 Mission Statement of < partner >

"- Enter partner's mission statement here.-"

2.3 Mission Statement of CRS—USCC

"Catholic Relief Services was founded in 1943 by the Catholic Bishops of the United States to assist the poor and disadvantaged outside the country.

It is administered by a Board of Bishops selected by the National Council of Catholic Bishops and is staffed by men and women committed to the Catholic Church's apostolate of helping those in need. It maintains strict standards of efficiency and accountability.

The fundamental motivating force in all activities of CRS is the Gospel of Jesus Christ as it pertains to the alleviation of human suffering, the development of people and the fostering of charity and justice in the world. The policies and programs of the agency reflect and express the teaching of the Catholic Church. At the same time, Catholic Relief Services assists persons on the basis of need not creed, race or nationality.

Catholic Relief Services gives active witness to the mandate of Jesus Christ to respond to human needs in the following ways:

- by responding to victims of natural and man-made disasters;
- by providing assistance to the poor to alleviate their immediate needs;
- by supporting self-help programs which involve people and communities in their own development;
- by helping those it serves to restore and preserve their dignity and to realize their potential:
- by collaborating with religious and nonsectarian persons and groups of goodwill in programs and projects which contribute to a more equitable society;
- by helping to educate the people of the United States to fulfill their moral responsibilities in alleviating human suffering, removing its causes and promoting social justice."

3.0 Goal and Values

3.1 Goal:

The organizations shall work together, each according to the means it can contribute, for the development of the people of <<u>country</u>>, while enhancing their respective capacities and that of the Catholic Church as a whole in <<u>country</u>>.

3.2 Values:

The organizations recognize they have a common vision, based on the Gospel of Christ, for addressing people's immediate needs and the underlying causes of suffering and injustice with peace and restoration of human dignity, promotion of self-reliance and sustainable development, addressing the needs of the poor, and an integral approach to mitigate on human suffering.

The organizations commit themselves to a relationship based on values embodied in the CRS Principles of Partnership: subsidiarity, complementarity and mutuality, equitability, openness and sharing, mutual transparency, sustainability, community participation, strengthening civil society and mutual capacity building.

4.0 **Operating Principles**

This Memorandum of Understanding shall be based upon the following operating principles:

4.1 Structure

The organizations shall utilize and strengthen already existing local structures on the ground or jointly establish any necessary new structures at the national, diocesan and parish level.

4.2 Implementation

Local structures shall be the primary implementers in undertaking programmatic activities.

The organizations shall complement each other in the process of implementation of programs in full recognition of the requirements of being accountable to donors, communities and other stakeholders.

partner
shall facilitate the process of implementation with the assistance of CRS.

4.3 Decision-Making

Decisions affecting the partnership will be made by mutual consent. One organization can not make a decision affecting the other organization with out its consent. All organizations have the right to submit proposals that involve a mutual decision and will respect the particular characteristics of each organization and its right to mutual consent.

4.4 Resources

The organizations shall pool together private and public resources as well as resources from sister Catholic organizations, international and otherwise, for the purpose of empowering local structures in the implementation of activities.

4.5 Programs

Any shared program interventions shall be undertaken in a joint manner between partner and CRS while respecting the principles of subsidiarity.

The organizations shall respect initiatives from other development players and advocate for information-sharing at all levels.

The organizations shall share the responsibility to take a participatory and holistic approach to technical issues and program quality.

4.6 Fundraising

The organizations shall be transparent in approaching funding agencies, especially church donors, and approach them together for funding of joint ventures, when ever possible. Transparency will be maintained through dialogue, consultations, and sharing of reports and budgets. The Director of partner> and the CRS Country Representative shall decide through their regular meetings and on a case-by-case basis what donors should be approached, based on the nature of the project.

4.8 Communication

The organizations shall advocate for open communication between each other and other institutions at all levels and shall be committed to the ownership of the relationship thus equally bearing the responsibility for initiating the communication process.

Some modes of communication the organizations shall use shall be the following:

- quarterly technical meetings
- monthly meetings between the partner
 Director and the CRS Country Representative
- joint communiqué

4.9 Capacity Strengthening

(If appropriate.) Capacity Strengthening involves a long-term commitment to complete a mutually agreed upon process of organizational development. This commitment is characterized by a spirit of accompaniment, flexibility and responsiveness. This commitment goes beyond a specific project activity, based rather on a shared vision of and commitment to ongoing joint action.

Each organization agrees to uphold the following:

- To facilitate and promote the strengthening of each other's capacities.
- To engage in joint and mutual organizational self-assessment and planning processes in which both organizations collaboratively identify their strengths, prioritize areas needing improvement, and create their own action plans.
- To work together to in turn strengthen the capacities of local communities or development organizations.

4.9 Solidarity

Each organization undertakes the following:

- To respond openly, thoughtfully, collaboratively and promptly to a partner's request for assistance, especially in emergency situations.
- To find flexible and mutually agreeable solutions to situations beyond the control of either organization that affect program implementation (e.g. social/political conflict, natural disaster, etc.)
- To actively seek the way to build mutual trust by fully sharing information confidences and problems with the other organization.
- To recognize and respect other stakeholders to which each organization is accountable (e.g. communities, donors, etc.)
- To periodically review their partnership jointly and continually seek ways to nurture and strengthen it.
- To comply fully and promptly with the conditions of any projects involving the other organization and to act in a fiduciary relationship with mutual respect.
- If one organization believes that another organization is not living up the MOU, the first organization will communicate this to the other organization.

4.10	Certification regarding Unlawful Violence and Terrorism		
		_ (Partner name) certify that we do not and will not provide port to any individual or organization that is known to have or engaged in unlawful violence or terrorist activity.	

5.0 Organizations individual contributions

Both < partner > and CRS are committed to building a collaborative institutional relationship by sharing their respective experiences and expertise.

Each organization agrees to share their respective materials and approaches in an attempt to develop new materials or approaches, or enhance existing ones.

Each organization will contribute to this relationship the following:

<Partner>

- List the physical, material, structural, social, intellectual and spiritual resources the partner brings to the partnership in separate points.
- List the ways in which the partner will support CRS's global solidarity mission, e.g., assisting CRS in educating and mobilizing US constituencies by providing information to or with meeting with US media, as appropriate, etc.

CRS

- List the physical, material, structural, social, intellectual and spiritual resources CRS brings to the partnership in separate points.
- List the ways in which CRS will support this partner's global solidarity mission, if appropriate.

6.0 Conflict resolution

- 6.1 We enter into this MOU in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved in a spirit of mutual understanding.
- 6.2 In the event that there is a conflict it shall be resolved in a peaceful and amicable manner. Every effort will be made to settle the matter through dialog and negotiation and to accommodate the policies and intention of each other's respective conference of bishops, board, donors and constituents.

7.0 Consultative Committee

A Consultative Committee shall be established in the spirit of the MOU and shall consist of:

- 1) the Director of < partner >
- 2) the Country Representative of CRS
- 3) others appointed by the aforementioned members

8.0 Modifications of the MOU

- 8.1 Either party can initiate dialogue and call for a meeting of the Consultative Committee.
- 8.2 This MOU shall be subject to annual review by the MOU Consultative Committee to strengthen cooperation between the two organizations.

9.0 Period of Memorandum of Understanding

This MOU shall remain in effect until changed or terminated by either organization through mutual consent. **OR** The period of this MOU shall be <<u>duration</u>> subject to extension by mutual consent.

10.0 Withdrawal form the Memorandum of Understanding

Any organization may withdraw from the MOU by giving six (6) months written notice to the other organization.

10.0 Effective Date

This Memorandum of Understanding is effective < date >.

Signed:				
For <pre>partner</pre>		For Catholic Relief Services		
Date:	_ Date: _			
Witnesses:		Witnesses:		
Address:		Address:		
Designation:		Designation:		
Date:		Date:		