**MEMORANDUM OF UNDERSTANDING**

**INSTRUCTIONS**

**[Delete this page – for CARE Internal Use Only]**

This form is to be used to document a non-monetary (unfunded) collaboration among two or more entities.

1. Make all required changes to reflect the parties’ understandings.
2. If used outside the United States, obtain review by your local lawyer as needed.
3. Contact CARE USA Legal at legal@care.org if you have any questions.

**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding** (“MOU”) is entered into by and between the Cooperative for Assistance and Relief Everywhere, Inc., a nonprofit corporation doing business as CARE International in \_\_\_\_\_\_\_\_\_\_\_[insert country] (collectively, “CARE”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert legal name of partner], a \_\_\_\_\_\_ [insert form of legal entity], (“\_\_\_\_\_\_”), and \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert legal name of partner, if applicable] a \_\_\_\_\_\_[insert form of legal entity, if applicable, etc.], (“\_\_\_\_\_\_”)(each of which may be referred to as a “Party” or collectively as the “Parties”).

**WHEREAS**, as set forth below, the Parties, each with independent missions, desire to \_\_\_\_\_\_\_\_\_\_; and,

**WHEREAS**, the Parties recognize the benefit of establishing an MOU that will govern the mutual cooperation between the Parties.

**NOW, THEREFORE**, the Parties agree and declare the following:

1. Summary. The Parties desire to join together in pursuit of the subject matter set forth in **Attachment 1**, which is made an essential part of this MOU, and to perform the functions and assume the obligations set forth therein.
2. No Funding. Nothing in this MOU shall be construed as a commitment of funds by one Party to another. Any staff time or other cost undertaken by any Party shall be borne solely by that Party, with no anticipation of funding from another. By separate signed agreement, the Parties may in the future enter into additional obligations, including without limitation, jointly funding certain activities related or unrelated to this MOU.
3. Ownership of Work. Each Party certifies that all work created hereunder shall be original work, that no third party shall hold any rights in or to such work and that each Party grants the other a royalty-free license to use the work provided hereunder for the purposes described in this MOU.
4. No Exclusivity. This MOU is not an agreement of exclusivity between the Parties, and each organization reserves the right and may work in an independent manner separately or with other organizations on work or other interests related to this MOU.
5. CARE Standard Terms and Conditions. The Parties agree to the CARE Standard Terms of Conditions attached as **Attachment 2** and made an essential part of this MOU.
6. Term and Termination. This MOU shall become effective on the date the last Party signs and will remain in effect for a period of one year unless earlier terminated by written agreement. Any Party may withdraw from this MOU at any time for any reason upon written notice to the other Parties. Any Party may be required to withdraw by written request by a majority of the Parties (as applicable).

**IN WITNESS WHEREOF**, each Party’s authorized signatory has signed below.

|  |  |
| --- | --- |
| **Cooperative for Assistance and Relief Everywhere, Inc.** | **[INSERT Legal Name of Partner]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| **[INSERT Legal Name of Partner, or delete]** | **[INSERT Legal Name of Partner, or delete]** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

ATTACHMENTS

Attachment 1: Project Description

Attachment 2: CARE Standard Terms and Conditions

**Attachment 1**

**Project Description**

**Attachment 2**

**CARE Standard Terms and Conditions**

1. Relationship of the Parties. The Parties are independent contractors of each other, and nothing in this Agreement creates an employer/employee, partnership, agency, or joint venture relationship. Neither Party has authority to enter into any agreement in the name of the other, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically provided in this Agreement.
2. Ownership of Work. Unless otherwise agreed to in this Agreement or subsequently by written agreement signed by the Parties, (1) all right, title, and interest in and to the Work (as defined below) shall vest with CARE, (2) each Party will take any actions, approved by CARE and at its expense, required to protect CARE’s right in the Work, and (3) upon request, Partner shall provide CARE all originals, copies, or other media containing or comprising the Work. “Work” shall include all services and/or deliverables performed under this Agreement, as well as data, materials, documents, files, notes, summaries, and any copies.
3. Confidential Information. Neither Party shall disclose Confidential Information (as defined below) of the other Party to anyone or make use of such Confidential Information for its own purposes without the owner's prior written consent; provided, however, that Confidential Information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the owner notice and a reasonable opportunity to defend against such disclosure. Confidential information shall include information specifically designated confidential by the owner or that the receiving party knows or reasonably should know is not generally known to the public. Each Party agrees to immediately return and not retain copies of any Confidential Information and/or property of the other Party upon the termination of this Agreement and/or upon the owner’s request.
4. Books and Records. The Partner shall keep complete and accurate books of account and records relating to this Agreement. During the term of this Agreement (including renewals and extensions, if any) and for seven years thereafter, CARE or its agents, with reasonable prior notice and during normal working hours, shall have full and free access to inspect, audit, and make extracts from such books and records.
5. Use of Name, Trademark, or Logo. Neither Party shall use the name, trademark, or logo of the other in any form of publicity relating to the work under this Agreement without the other Party’s written consent.
6. Compliance with Laws.Each Party shall comply with all laws, regulations, and orders applicable to its performance under this Agreement.
7. Anti-Terrorism Certification. Each Party certifies that it has not provided and will not provide material support or resources to any individual or organization with the knowledge or intent that the support or resources be used to prepare for or carry out an act of terrorism in violation of applicable laws.
8. Conduct. The Partner represents and warrants in connection with its work, that it:
	1. Shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status.
	2. Shall comply with the Statement of Commitment on Eliminating Sexual Exploitation and Abuse by UN and Non-UN personnel. Both parties commit to develop and/or disseminate organization-specific strategies or messages to prevent and respond to sexual exploitation and abuse, ensure that complaint mechanisms for reporting sexual exploitation and abuse are accessible, investigate allegations of sexual exploitation and abuse in a timely and professional manner, take appropriate action against perpetrators of sexual exploitation and abuse and protect victims and informants from retaliation.
	3. Shall perform and complete its work hereunder in accordance with generally accepted industry standards, practices, and principles applicable to similar work.
	4. Shall not carry on propaganda or try to influence legislation of any government except as specifically provided in this Agreement.
	5. Shall not participate or intervene in any political campaign for or against any candidate for public office.
9. Anti-Corruption. Partner shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives or related businesses or ventures; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.  Partner shall promptly inform CARE in writing of any violations relating to its obligations hereunder and shall perform and cooperate with any investigation CARE, in its discretion, may require.
10. Assumption of Liability/Indemnification. Each Party assumes all liability for all loss, damage, cost and expense arising out of or in any way connected with the operation or performance of, or the failure to perform, any duty, obligation, or activity on that Party’s part, its subcontractor(s), agent(s), or employee(s) in connection with this Agreement. Each Party recognizes that activities associated with the Agreement may expose Partner and its personnel, vendors, and/or agents to both direct and indirect safety and security risks.  Each Party is solely responsible to ensure that adequate measures are taken to provide for the safety and security of anyone working on its behalf and/or direction. Neither Party will provide any assistance or support to the other in the area of safety and security without the prior express written agreement. A Party (“Indemnitor”) shall fully indemnify, hold harmless, and defend the other Party, its subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents (“Indemnitee”) from and against any and all third-party claims, demands, liabilities, and expenses (including reasonable attorneys’ fees) that arise from or are in any way related to the negligence, recklessness, intentional wrongdoing, fraud, infringement or misappropriation of intellectual property, and/or breach of any obligation under this Agreement by Indemnitor and/or its subcontractor(s), agent(s), or employee(s).
11. Non-Waiver. Failure by either Party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms, nor shall any specific waiver or relinquishment be deemed a blanket waiver or relinquishment of such right or power. No waiver shall be binding unless in writing and signed by the Party granting the waiver.
12. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, United States of America.
13. Dispute Resolution.

If the Partner is organized under the laws of any jurisdiction other than the United States, all disputes arising out of or in connection with this Agreement (“Dispute”) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) by one or more arbitrators appointed in accordance with the ICC Rules. Other than the Request for Arbitration filing fee under ICC Rules, which shall be solely borne by the claimant, fees required by the ICC Rules will be borne equally by the Parties. Judgment on the award may be issued in any court of competent jurisdiction.

If the Partner is organized under the laws of any state or municipality of the United States, any Disputes shall be construed and governed in accordance with the laws of the State of Georgia, U.S.A. exclusively, and shall be brought exclusively in the appropriate Federal or State court located in the City of Atlanta, Georgia, U.S.A., the jurisdiction to which the Parties irrevocably consent.

Prior to commencing arbitration or litigation, the Parties will first attempt in good faith to resolve the Dispute through confidential negotiation for a period of forty-five (45) calendar days. Such negotiation shall be between the Parties’ senior management, each of whom must have authority to settle the Dispute.

Notwithstanding the forgoing, either Party may commence proceedings prior to or during such negotiation if doing so is necessary in order to avoid the running of a statute of limitations, to seek urgent interim relief from a court or arbitrator as permitted pursuant to the ICC Rules, or otherwise to protect a legal right that may be lost as a result of the passage of time.

1. Entire Agreement. This Agreement states the complete agreement of the Parties and supersedes any prior or contemporaneous agreements, whether oral or written, with respect to the subject matter of this Agreement. If any provision of this Agreement is found invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Agreement will not in any respect be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties are entitled to rely on a counterpart executed and delivered by email/fax to the same extent as a counterpart with an original signature.
2. Subgrants and Subcontracts; Assignment. Partner shall not subgrant/subcontract any portion of its performance without the prior written consent of CARE, except as set forth in the Agreement. Notwithstanding the foregoing, Partner may enter into contracts with third parties as required to conduct its normal operations and on customary business terms without the consent of CARE. Partner shall not transfer or assign its interest in this Agreement in whole or in part without the prior written consent of CARE. All terms and conditions of this Agreement shall be binding upon the respective Parties hereto, their personal representatives, successors, and assigns.