

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOCUS FOR YOUTH, WOMEN AND CHILDREN ORGANIZATION
AND
MAISHA ROOTS SPAIN**

This Memorandum of Understanding (“MOU”) is agreed upon between *Focus for Youth, Women and Children Organization* (hereinafter “FYWCO”), a Tanzanian organization registered under the NGO Act 24/2004 enacted by the Parliament of the United Republic of Tanzania, and *Maisha Roots Spain* (hereinafter “MRS”), registered under LO 1/2002 22nd March, headquartered at Avda. Bélgica, nº 12, 7ºB. 28916, Leganés, Madrid. FYWCO and PS are hereinafter jointly referred to as the “Parties” and each separately as a “Party”.

The MOU is executed on the 6th January, 2020 between **FYWCO**, represented, on the one side, by its Chairman, James Maziku and its Secretary, Masunga Mussa, and on the other side, by **MRS**, represented by its President Esther Branchart and its Secretary Teresa Lezcano.

ARTICLE 1. PURPOSE AND SCOPE

The purpose of this MOU is to provide the framework for cooperation and to facilitate collaboration between the Parties in areas of common interest.

Whereas, the Agreement between FYWCO and MRS establishes an internal mechanism for both Parties to collaborate and through which both Parties commit to common goals and objectives.

Whereas, FYWCO has been established as an autonomous organization at the national level; to serve as a focal point for bettering the conditions of people or groups of people in situations or at risk for social exclusion by providing high quality education, fostering local economy, respecting and protecting the environment and empowering communities.

Whereas, PS has been established as a non-profit organization which upholds the mandate of assisting, promoting and developing projects of international cooperation.

Whereas, the Parties share similar visions and missions; and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts.

The Parties have agreed to collaborate and cooperate as established in this MOU.

ARTICLE 2. CONTRACT PERIOD

The term for the MOU shall be for the period of two (2) years from the effective date (6th January, 2020). This term is subject to modifications upon Agreement by both Parties.

ARTICLE 3. CODE OF CONDUCT

Since both Parties share the same core principles and values, they decided to create a Code of Conduct to be followed not only by the Parties themselves, but by any member falling under the umbrella of any of the two organizations.

The Parties agree to:

- Respect and promote Human Rights, as being inherent to any human being.
- See their efforts as a means for people and communities to solve their problems for themselves, strengthening people's skills to reinforce their resiliency, independence, empowerment and freedom.
- Act in solidarity with the goals and priorities of their target communities.
- Respect local knowledge, the dignity and identity of individuals, as well as their culture and values.
- Defend freedom of speech as well as opinions and thoughts, diversity, and assure that any conviction and opinion is heard and respected.
- Exercise and promote fairness, impartiality and equity in all activities and in their dealings with interested Parties, community partners and the general public.
- Act truthfully and refrain from practices that undermine the moral and ethical integrity of their organizations.
- Be transparent and accountable in their dealings with the Government, community, donors and other interested Parties, being open, true and direct with their information, actions, procedures and outcomes.
- Conform to the Constitution, law, rules and national regulations of both countries, Tanzania and Spain, or of any country where any of the organizations develop its activities or projects.
- Fully integrate gender equity into human resource development and promote non-discriminatory working practices.
- Promote equality by tackling discrimination of any kind (such as for reasons of race, color, gender, language, religion, opinion, national or social origin, economic situation or any other condition).
- Operate and accomplish our goals while respecting environment, as being considered a good and a Human Right we ought to respect and protection.
- Develop and promote clear and measurable impact indicators for our programs to gauge relevance and effectiveness.

ARTICLE 4. INTERNAL STRUCTURAL ORGANIZATION

The structural organization of both entities shall be independent and autonomous from each other.

Each party shall organize its structure as stipulated in their Constitution or Statutes and shall take independent decisions. Nevertheless, comprehension and understanding on the decision-making procedures is valued positively.

ARTICLE 5. DUTIES

5.1. Shared duties

Both Parties have the duty of fulfilling the applicable law and the requirements put into place for NGOs work. This includes:

- a) Maintenance of a proper and audited accounting.
- b) Elaboration of annual reports, including activities and financial statements.
- c) Payment of annual fees according to applicable legislation.
- d) Prevention and cessation of any personal and/or economical enrichment obtained from the NGOs work, excluding the salaries or retributions received for any service rendered.
- e) Accomplishment of the goals proposed and agreed by the Parties.
- f) Design and implementation of cooperation projects.
- g) Confidentiality: The Parties shall keep confidential any documents, data or other information furnished to each other. All the information exchanged between the Parties will have a confidential nature. The publication, diffusion or broadcasting of this information is strictly forbidden, except in the conditions stipulated in this Agreement. In this sense, all the information is considered confidential and not susceptible to commercial, advertising or any other purposes. Both Parties commit themselves to keep confidential information in strict reserve and not to reveal any data to any other party, related or not, without the previous consent of the counterparty.

5.2. FYWCO duties

- 5.2.1. Manage the resources provided by MRS in a responsible manner and for the purpose for which they were attributed.
- 5.2.2. Earmark the financial resources as set in the priorities and budgets.
- 5.2.3. Provide the information necessary for the development of projects.
- 5.2.4. Send the minutes of all official meetings to the Management Board of MRS.
- 5.2.5. Read all the minutes of MRS's meetings.
- 5.2.6. Act in accordance to MRS' core values.
- 5.2.7. Execute the organization's projects and activities guaranteeing the due security to its workers and volunteers.
- 5.2.8. Notify to MRS' Management Team about any important modification or change made to the goods or budgets provided by MRS.
- 5.2.9. Stay up-to-date on tax obligations and payments.
- 5.2.10. Be transparent in its accounting.

5.3. MRS duties

- 5.3.1. When deemed necessary for the development of common projects, MRS shall provide resources in terms of finance, skills development, human knowledge and labor; taking into account that sustainability is the main goal of each designed project.
- 5.3.2. When carrying out projects' identification and execution, follow the

requirements of international cooperation methods such as the Logical Frame Approach.

- 5.3.3. Provide, when considered appropriate by both parts, international volunteers and internship students who shall collaborate in the projects and the NGO development. This should be done, after a good personal selection, assuring qualified work and full engagement.
- 5.3.4. Send the minutes of all official meetings to the Management Board office bearers of FYWCO.
- 5.3.5. Read all the minutes of FYWCO's meetings.
- 5.3.6. Act in accordance to FYWCO's core values Mission and vision.
- 5.3.7. Be updated in the payment of tax obligations.
- 5.3.8. Be transparent in its accounting.

ARTICLE 6. COMMUNICATION

FYWCO and MRS shall have usual communications and information shared. It is believed by both Parties that the development of any project or significant activity should be reported and agreed by both Parties.

On a monthly basis, **compulsory Minutes** shall be prepared by both Parties and sent to the counterparty. On the one hand, the Management Team in Tanzania (FYWCO) shall send the priorities and necessities in a minute form. Other particular and important information shall also be sent to MRS in the form of a minute. On the other hand, the General Assembly Meetings held in Spain (MRS) should read and talk about the prior minutes. Every issue treated as well as any decision taken in the General Assembly Meetings, should be transmitted in a Minute form to the Management Team in Tanzania, always trying to implement its fulfillment and to act in accordance with the necessities claimed by FYWCO.

It is compulsory for every member to read the Minutes. Every Compulsory Minute shall include the following items:

- a) A heading, indicating the type of meeting (i.e. general meeting, commission meeting);
- b) The date;
- c) The time at which the meeting started and ended;
- d) Attendance list;
- e) Any news or relevant information related to the development of the common projects.

ARTICLE 7. TERMS AND TERMINATION.

This MOU becomes effective from the day the representatives of both organizations sign below and will continue for an initial period of two (2) years, whereupon it shall be reviewed and may be extended by written mutual agreement organizations.

In the circumstance of a breach of any article of the present MOU by one of the Parties, the counterparty shall discuss through its Work Group the application of the notifications system. It shall be applied only if agreed by two thirds qualified majority

within the Council and board of directors. By this notifications system, the Party whose rights have been violated shall give a warning or notification to the other Party. When the third warning is given without a response by the counterparty, the MOU shall come to an end.

This MOU may be revised through mutual agreement of both organizations and may be terminated by either Party upon giving three (3) months' written notice signed by the Management Team/office bearers of the notifying Party. The dissolution and its consequences shall be discussed through the Council.

On the 6th January 2020.

FOCUS FOR YOUTH, WOMEN AND CHILDREN ORGANIZATION (FYWCO)

James Maziku
Chairperson

Masunga Mussa
Executive Secretary







MAISHA ROOTS SPAIN (MRS)

Esther Branchart
President

Teresa Lezcano
Secretary





