

# Memorandum of Understanding between:

## **Integra Foundation**

Dobšinského 14

Bratislava, Slovakia

Legal entity no.: ICO 31747493

Registration no.: 203/NA-96/346

Represented by Allan Bussard, Director

(The Partner 1)

and

## **Name:**

Address:

Represented by:

Account number:

Swift code:

(The Partner 2)

## **1. Purpose:**

The purpose of this memorandum (MoU) is to define the responsibilities of the Integra Foundation and Partner 2 specifically regarding responsibilities for finances and reporting on the use of finances provided to Partner 2 by the Integra Foundation.

## **2. Goal of Cooperation:**

The goal of the cooperation as defined in this MoU is to provide a secure pre-school, elementary and higher education and improved life for the poorest children from .... area in Kenya, whose families are unable to pay for school elsewhere.

The partners, Integra Foundation and Partner 2, will seek to attain the highest standards proposed for child education and care.

The partners, Integra Foundation and Partner 2, desire that their common Christian identity be preserved and honoured in the equal and fair treatment of all children, staff and donors in the project with honesty, respect and dignity.

The Integra Foundation and Partner 2 are committed to providing assistance to children in their programs impartially, without any form of discrimination, regardless of gender, nationality, skin color, religious or political beliefs.

The Integra Foundation and Partner 2 provide assistance for the children as long as it is needed and possible and in a way that suits the context.

## **3. Roles:**

Partner 2 serves as the implementing partner and is responsible for all aspects of the children's welfare during school hours, including education, emotional well-being and safety.

Integra serves as a resourcing partner and is responsible for providing and monitoring the use of funds raised in Slovakia for the benefit of the children in Partner 2.

## **4. Responsibilities of the Integra Foundation:**

4.1 To raise funds in Slovakia through projects and sponsorship that will be used exclusively for the benefit of the children in Partner 2.

4.2 To send funds on a regular basis (monthly or quarterly) to the account of Partner 2.

4.3 To account for the funds sent to Partner 2 to donors and Slovak Government authorities.

4.4 To guarantee to all donors that the funds sent to Partner 2 will be used strictly in accordance with the declared goal of cooperation.

4.5 To provide support, as needed and requested, to Partner 2 management and staff in the management and use of the resources provided.

4.6 To coordinate, as necessary, with other donors to Partner 2 to ensure harmonization of program support and to avoid overlap or redundancy in funding.

4.7. To carry out systematic objective and regular monitoring to ensure the mutual goals are achieved, including commenting on the annual audit and approving the selected audit company used if needed.

4.8. Together with the partner, to carry out a systematic objective and continuous analysis of the context and assessment of needs and risks and make suggestions for improvement.

## **5. Responsibilities of Partner 2:**

5.1 To manage the program for the benefit of the children, helping to provide for their safety, health, education and future lives and to ensure that no child is harmed as a result of participating in the program as a sponsored child. Sponsored children, their families and the community as a whole should benefit from the programs, and all the plans, policies and activities of the Integra Foundation and its partners must ensure this benefit.

- 5.2 To manage all expenditures in accordance with the approved budget, with all expenditures adequately documented.
- 5.3 To provide annual financial audits and an annual narrative report on progress and changes in Partner 2, to the Integra Foundation.
- 5.4 To provide an annual audit or annual financial report for the Integra Foundation.
- 5.5 To guarantee to Integra that the funds sent to Partner 2 have been used strictly in accordance with the declared and approved purpose as agreed in this MoU.
- 5.6 To allow staff and representatives of the Integra Foundation access upon request to the accounts of Partner 2.
- 5.7 To formulate and adhere to an appropriate and approved Anti-corruption Policy which shall be provided to the Integra Foundation and to ensure that all employees are aware of these policies and know how to behave accordingly.
- 5.8 To provide regular updates on the progress of the program, including specific information about children and photos for the purpose of the sponsorship program.
- 5.9 To facilitate the regular exchange of letters and photos between the sponsored child and the sponsor with a goal of twice a year.
- 5.10 To manage and account for all physical assets donated by the Integra Foundation (equipment, foodstuffs) as well as assets purchased through the Integra project for the exclusive benefit of the children and programs of Partner 2.
- 5.11 To be able to ensure donors that the children in Partner 2 are treated in accordance with the dictates of the UN convention on the rights of the child (including the right to protection from all forms of sexual or physical abuse).

5.12 To formulate and adhere to a culturally appropriate Child Protection Policy and Prevention of Sexual Exploitation, Abuse and Harassment Policy which shall be provided to Integra Foundation and to ensure that all employees are aware of these policies and know how to behave accordingly.

5.13 To adopt appropriate ways and processes for dealing with complaints and feedback from aid beneficiaries.

5.14 To contact Integra donors only through the Integra office and not directly.

5.15 To facilitate meetings (upon request) with the staff and children of Partner 2 by representatives of Integra.

5.16 To maintain an accurate and up to date list of all children in Partner 2, and to make this available upon request to Integra representatives. To inform Integra of the departure of any sponsored child from Partner 2 within 30 days after confirmation that the child has left the school.

5.17 To ensure that all children involved in the child sponsorship program provide informed consent to collecting, using, keeping personal information, taking and using photographs, video, and audio for sponsorship and marketing purposes.

5.18. To adapt assistance programs to the context and changing needs of children and communities based on ongoing context analysis.

## **6. Extension and Cessation of this agreement:**

6.1 This agreement will be valid for three years from the date of signing by both parties.

6.2 This agreement will be subject to renewal, dependent on an annual review by both parties.

6.3 This agreement can be cancelled by either party immediately, should either party be found in serious violation of the responsibilities outlined in points 4 and 5 above.

6.4 This agreement can be cancelled by either party without cause providing 6 months' notice (except in the case of violations as noted in 6.3 above.)

Signed

**for Integra Foundation**

Allan Bussard

date

place

**for Partner 2**

Director

date

place