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MEMORANDUM OF AGREEMENT
BETWEEN
THE ARAB FOUNDATION FOR FREEDOMS AND EQUALITY
AND
[COMPLETE NAME OF PARTNER]

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“Memorandum”), dated _____, 20__ between **[COMPLETE NAME OF PARTNER]** (“PARTNER”) a not for profit organization located in [LOCATION, COUNTRY] represented by **[REPRESENTATIVE OF PARTNER], [TITLE]**; and **The Arab Foundation for Freedoms and Equality** (“AFE”), a not-for-profit organization with its principal place of business in Beirut, Lebanon, represented by Georges Azzi, Executive Director; collectively referred to as “the Partners”.

II. PREAMBLES

WHEREAS, **[PARTNER Name]** is an organization **[SPECIFY TYPE; for example: not-for-profit, network, civil society, community based]** established with the goal of **[GENERAL GOAL; for example: the conservation of biodiversity in the areas where it works, within a framework of sustainable development]** in [COUNTRY, if regional please add region];

WHEREAS, AFE is a non-profit organization, organized for the purposes of (1) Defending the rights & wellbeing of human beings, (2) Studying the needs of activists in human rights in Lebanon and Arab countries, (3) Building technical and administrative capabilities for the activists in the field of human rights through organizing capacity building, (4) Facilitating exchange of expertise amongst the youth activists in human rights, (5) Collaborating along national, MENA/regional, indigenous international and governmental institutions which care and observe with protection the human rights, and by encouraging non-governmental organizations in countries by providing technical assistance to organize and implement human rights’ projects in the Middle East and North Africa Region; and duly registered in Lebanon on 11 September 2009, under number 154.

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the conservation of human rights in the MENA region; and for this reason, this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as technical, financial and institutional collaboration in the area of defending human rights and integrity.

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WHEREAS, the missions of the Partners are complementary; THEREFORE, the Partners wish to continue working together and in compliance with the following clauses:

III. GOAL

TO SUPPORT AND DEVELOP THE WORK OF HUMAN RIGHTS DEFENDERS IN THE MIDDLE EAST AND NORTH AFRICA REGION.

IV. AREAS OF COLLABORATION

DESCRIBE AREAS OF COLLABORATION BETWEEN AFE AND [PARTNER]

DEFENDING HUMAN RIGHTS AND INTEGRITY. This includes financial, administrative and programmatic collaboration throughout the MENA region, working towards a sustainable response to oppression and human rights' violations.

LEARNING AND CAPACITY BUILDING. This includes the sharing of knowledge and lessons learned, organizational development and sustainability, sustainable finance, and human rights' initiatives.

V. PARTNERSHIP TERMS & PRIVILEGES

The Arab Foundation for Freedoms and Equality commits to the following under this agreement:

SUBGRANTING. This includes an additional 5 points on partner initial filtration of application submission to sub grant from AFE.

LEARNING AND CAPACITY BUILDING: This includes programmatic and administrative assistance from AFE when required, and an additional 5 points on a NEDWA application for representative of [PARTNER]

LEARNING AND EXCHANGE: Priority to attend national and regional trainings conducted by the relevant program.

[Name of Partner] therefore commits to the following under this agreement:

GOVERNANCE. TO REPRESENT **ONE** MEMBER IN THE GENERAL ASSEMBLY OF THE ARAB FOUNDATION FOR FREEDOMS AND EQUALITY – UNDER THE (HEALTH) SECTOR [MCOALITION].

This includes the right to nominate and vote for a member of the sector's advisory board, which will make up the sector's highest advisory governance entity on sector strategy and financing.

This includes the right of representatives of partner organization to be nominated and voted onto the board of the sector within the organization, whereas if nominated and voted, the representative(s) is/are held responsible for board responsibilities within the scope of partnership.

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CONSULTATION. To provide insight, consultation, and advice for programmatic and strategic interventions in partner respective locality.

VI. DUE DILIGENCE

AFE may request copies of documents to ensure that [PARTNER] meets the criteria of a non-profit organization and that [PARTNER] meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a list of the names of all of its board members and principal officers, and copies of [PARTNER]'s bylaws. [PARTNER] agrees to notify AFE immediately of any change in [PARTNER]'s status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against [PARTNER].

VII. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations are:

PARTNER: The Arab Foundation for Freedoms and Equality

NAME OF PRINCIPAL CONTACT: Elie Ballan

TITLE: Head of Health Program/Sector – M Coalition

ADDRESS: Haykal Bldg, Paraguay str. Achrafieh, Lebanon

TELEPHONE: +961 1 326 469

PARTNER:

NAME OF PRINCIPAL CONTACT:

TITLE:

ADDRESS:

TELEPHONE:

Such Principal Contacts may be changed in writing from time to time by their respective Partners. Communications will be established annually to ensure the relevance of set partner contacts in this agreement.

VIII. USE OF INTELLECTUAL PROPERTY

All intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it.

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IX. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU at any time and for any reason by giving thirty (30) days prior written notice to the other Party.

The individuals signing this MOU on behalf of their respective entities represent and warrant that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

X. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

XI. POLICIES AND PROCEDURES

In the case of sub-granting awarded to Partner through AFE sub-granting mechanisms, the partner agrees to comply with all AFE Standards and Guidelines as stipulated in the sub-granting and Monitoring, Evaluation, Accountability and Learning manual. A separate contract will be drafted and signed that stipulates the terms of such collaborations.

XII. NO JOINT VENTURE

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention. Any independent arising issue, conflict, mismanagement, misdemeanors, will not be linked to the partnership stipulated within this agreement.

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XIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum, according to Lebanese law by default, or by relevant national Laws if agreed upon by both parties.

XIV. CONFIDENTIALITY

The Partners acknowledge that the terms of this Agreement and any oral or written information exchanged between the Partners in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

XV. ENTIRETY

This Agreement embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

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XVI. SIGNATURES

FOR THE ARAB FOUNDATION FOR FREEDOMS AND EQUALITY / **HEALTH SECTOR**

Elie Ballan / Head of Health Program – Mcoalition
Name / Title

Signature

Georges Azzi / AFE Executive Director

Date

Validating Name & Signature

FOR [FULL NAME OF PARTNER]:

Name / Title

Signature

Date

Witness Name, title and signature