

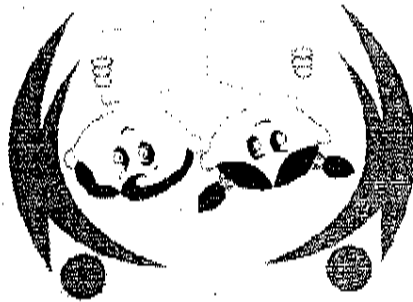
# Memorandum of Understanding for Partnership

Between

Global Focus Projects

And

Discovery Learning Center



This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Global Focus Projects Headquarters, 4937 West Broad Street Columbus, OH 43228, USA (hereinafter referred to as "GFPUSA"), and Discovery Learning Center, hereinafter referred to as ("DLC").

IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

## I. PURPOSE:

The purpose of this MOU is to outline a framework of cooperation between GFPUSA and DLC and their associated institutional and individual members. This arrangement clarifies the nature and scope of cooperation between both participants in the conceptualization, development and implementation of programs and projects and other activities.

## II. OBJECTIVES AND SCOPE:

DLC will work through an active partnership with GFPUSA to plan, promote, implement and evaluate projects, programs and other activities for youth livelihoods and empowerment. GFPUSA and DLC agree to honor their mutually agreed upon commitments as articulated in



**Partner Agreement**

Between

**Sunrise Healthcare Inc**

And

**Global focus Projects**

For improving living conditions for Somalis in the Diaspora

Project Implementation Agreement between:

**Sunrise Healthcare, Inc.**

Hereafter designated as "SFH"

And:

**Global Focus Projects - GFPUSA INC**

Hereafter designated as "GFPUSA"

Project Name is:

**Sanitation and Hygiene Improvement in the Somali  
Community**

Location: Columbus, Ohio

Project Cost: USD 89,658.00

Grant ID: SFH698

Project ID: SOHFC789

The Parties to this agreement are Global Focus Projects (henceforth "the NGO") and Sunrise Healthcare LLC (SHC) (henceforth known as "the Donor").

The conditions of this agreement are set forth below:

1. **The Purpose of the Project**
  - 1.1 The purpose of the project is to contribute to the provision of legal advice services to those who have little or no access to legal representation, by delivering appropriate, effective and sustainable support within specific target communities.
  - 1.2 To strengthen the capacity of the NGO to implement the project, the Donor undertakes to provide support to the NGO through technical support.

## 2. Amount & Time Periods

- 1.1 The Donor hereby agrees to grant USD 89,658.00 to the NGO to carry out the activities as described in the Project Proposal and work plan. Funds granted are available to program expenditures as shown in the Grant Budget, Attachment A.
- 1.2 The effective period for the grant is from 01 July 2010 through to 30 June 2011.
- 1.3 Any expenditure incurred before or after the effective period of the grant is not allowable.

## 3. Obligations and Disbursements

- 3.1 Disbursements will be quarterly in arrears following the submission and approval of the monthly Financial Report and the quarterly Narrative reports by the NGO.
- 3.2 Disbursements will only be made once this agreement is signed and against an approved Budget and work plan for the project and upon completion of a Disbursement Request Form.

## 4. Banking Facilities

- 4.1 The NGO will maintain a separate project bank account and shall not use the Donors Funds for any other purpose other than those agreed in the Budget.

## 5. Fixed and Capital Assets

- 5.1 Capital equipment, such as vehicles (including motorcycles), computers and computer accessories, and other light capital equipment purchased under this project agreement, will be treated as restricted to the use of the project.
- 5.2 Vehicles purchased under this project agreement must be Japanese.
- 5.3 The NGO agrees to maintain an assets register of all items valued over USD 1,000 and other light capital equipment such as cameras and cell phones regardless of initial value.
- 5.4 The asset register must include the following asset details: description, specific identification (e.g. serial number), date of purchase, original value including VAT where applicable, location and/or identity of user.
- 5.5 On conclusion of the project, these assets may only be disposed of or transferred to another project with the Donor's prior written approval.

## 6. Procurement

- 6.1 The NGO will obtain a minimum of three quotations for orders of all items valued over USD 1,000, from reputable, independent suppliers to secure, to the best of the NGO's ability, value for money. The quotations should be discussed and authorized by the procurement committee with final choice based on price, quality, delivery, and after sales terms.





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6.2 The NGO will retain all original quotations documents for inspection and document the procurement procedures followed.

6.3 Purchases of alcohol are strictly forbidden.

#### 7. Financial Record Keeping

7.1 All financial reports and statements are to be prepared in accordance with generally accepted cash accounting principles.

7.2 All original receipts, paid bills and financial records substantiating grant expenditures must be submitted with the Financial Report. The Donor will retain copies of all receipts for their records.

#### 8. Financial Reporting Requirements

8.1 The NGO will submit a Monthly Financial Report to the Donor by the 15th day of the month after the month end for the previous month's expenditure, following the specified format.

8.2 Financial Reports will include project budget line items and reporting of expenditures against budget items.

8.3 Financial reports will also include amounts provided by the Donor and other donors in the cost of the project.

8.4 Financial reports will include exchange rate used for converting local currency into USD.

8.5 A financial report will be submitted by the NGO at the end of the project.

#### 9. Programme Reporting Requirements

9.1 The NGO will submit Quarterly Narrative Reports to the Donor, which will be due on the 15th day of the month following the end of a quarter following the guidelines provided by the Donor.

9.2 A final narrative report will be submitted by the NGO at the end of the Project. This will include findings from project review or evaluation.

#### 10. Auditing

10.1 The Donor requires independently audited accounts and auditors reports within three months of the end of the NGO's financial year, or project year if this is different.

10.2 The annual audited accounts should be signed by the senior representative (a board member where one exists) of the NGO and include an income and expenditure statement, a balance sheet, notes to the accounts and the auditor's report. Where there are no local accounting standards, accounts should comply with the International Accounting Standard (IAS) and must be audited in accordance with the International Standards of Auditing.

10.3 The donor reserves the right to carry out an independent project audit at any time up to 10 years after the date of submission of the final Financial Report.

10.4 The Donor must inform the NGO in writing 15 days prior to the commencement of the audit. Subject to local accounting requirements, the NGO will retain all documentation relevant to an audit for ten years after the final financial settlement of the project. These may include:

- Expense ledgers related to the project
- All invoices and receipts for expenses
- All bank statements, showing receipt of funds from the Donor and disbursement on project activities
- Proof of exchange rates used





- All original staff contracts, monthly payroll and timesheets
- All original hire contracts, including property rent and vehicle lease agreements
- All original documents pertaining to tendering and awards for supply contracts
- All original inventory lists and final stock counts for stored items

### 11. Obligations and Modification

- 11.1 The NGO agrees to expend the funds granted by the Donor, in accordance with the agreed budget and programme of activities. Any modifications to the agreed budget or to the agreed programme of activities must have written authorisation by the Donor.
- 11.2 In the event of staff recruitment for the programme the Donor has the right to appoint a representative to the selection panel.
- 11.3 Funds disbursed but not expended will revert back to the Donor upon completion of the grant period or termination of the agreement.

### 12. Termination

- 12.1 The Donor may terminate this Agreement by giving the NGO ten days notice in writing if it is determined that the NGO is not following the Terms and Conditions of this agreement or if it is deemed necessary by the Donor. The NGO may terminate this agreement by giving the Donor ten days notice in writing.
- 12.2 In the event of termination, the Donor reserves the right to take such action as may be necessary to recover any obligated funds or unauthorised expenditures.
- 12.3 The Donor does not assume liability for any claims for damages arising out of this grant.

### 13. Liability

### SIGNATURES

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

Sunrise Healthcare llc (Donor)  
Signature: *Tiffany Ellis*  
Name: Tiffany Ellis  
Title: Executive Director  
Date: 7-1-2010

Global Focus Project (NGO)  
Signature: *Mohammed A. Ali*  
Name: Mohammed A. Ali  
Title: Executive Director  
Date: 7-1-2010

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Signed:

Asha Hussein

Asha Mahat Hussein  
Discovery Learning Center, Director

Mohammedq Ali

Mohammedq Ali  
Executive Director, Global Focus Projects  
Columbus, Ohio, USA

2.14.2012

Date

2.14.2012

Date

These programs, projects and activities implemented at the global and country levels aim to promote sustainable livelihood opportunities for youth, and comprise part of the GFPUSA's mission to serve youth employment needs all over the world through the DLC infrastructure. In order to ensure that the highest levels of mutual benefits accrue, all projects and programs instituted in the name of DLC will be subject to the reporting, monitoring, and evaluation procedures present in the *DLC Operational Guidelines*.

This MOU will determine the general arrangements made between GFPUSA and DLC. The relationship between GFPUSA and DLC on specific projects, programs and activities may be further defined by separate agreements that apply to those specific projects, programs and activities only.

### III. PROPOSALS AND FUNDING:

All proposals developed by the GFPUSA will take into account the costs related to the sustainability and functionality of GFPUSA. It is estimated that approximately 50 percent of all funds raised by GFPUSA will be allocated for costs sustained by GFPUSA. All administrative costs for both GFPUSA and DLC will be considered at the time of budget development. The total funding Discovery Learning Center will donate to GFPUSA is \$123,898.00 in a 24 months term.

DLC shall make pre-financing payments to the Implementing Organization as follows:  
 USD 61,949.00 representing 50% of the Project eligible costs, upon entering into force of the agreement  
 USD 30,974.50 representing 25% of the Project eligible costs, after receipt of the interim report  
 USD 30,974.50 representing 25% of the Project eligible costs, after receipt of the final report and verification by DLC

Funds for all projects raised in collaboration with GFPUSA will be implemented under the fiscal responsibility of Global Focus Projects and through its accounts and structures. All grants will be administered by GFPUSA's grants and administration services. A sub-contract will be prepared for the scope of work (including a payment plan) to be performed by DLC or its partners. All funds will be released in compliance with the terms of the sub contract.



This agreement is neither a fiscal nor a funds obligation document. Any endeavour or transfer of anything of value involving reimbursement or contribution of funds between the participants will be handled in accordance with applicable laws, regulations, and procedures. Such endeavours will be outlined in separate agreements that shall be made in writing by the representatives of the participants and will be independently authorized by appropriate statutory authority. Any contract or agreement for training or other services must fully comply with all applicable requirements laid down by the concerned participants in mutual consent.

IV. SETTLEMENT OF DISPUTES

Any disputes that may arise regarding the interpretation or implementation of this MOU will be resolved only by consultation among the parties and will not be referred to a national or international tribunal or other third party for settlement.

In the case of internal DLC disputes, the Network management should attempt to exhaust all possible network conflict resolution procedures prior to asking GFPUSA to be involved.

V. MODIFICATION

Modifications within the scope of the relationship will be made by mutual consent of the parties prior to any changes being performed.

VI. TERMINATION

Either of the parties, only after meaningful engagement, and in writing, may terminate the relationship in whole or in part, in the case of irreconcilable differences.

VII. LANGUAGES

This MOU is written in English, Spanish, and French. Each text is equally valid.

VIII. EFFECTIVE DATE AND SIGNATURES:

By signing this MOU each party hereby recognized and declares to have read and understood the appendix (Discovery Learning Center Operational Guidelines) as an integral part the MOU and that each will honour all responsibilities.

This MOU becomes effective as of the date of last signature, and will continue to be effective until the date it is terminated by the concerned participants.