Memorandum of Understanding

Between

The South Sudan NGO Forum and **Tearfund** The Host Agency for NGO Forum

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Memorandum of Understanding Between the South Sudan NGO Forum and the Host Agency

Memorandum of Understanding

Between The South Sudan NGO Forum and

Tearfund- The Host Agency for NGO Forum

This Memorandum of Understanding (MOU) is made and entered into on this the day of February 2022, by and between the South Sudan NGO Forum herein thereafter called "the NGO Forum", and Tearfund – South Sudan Programme herein thereafter called "the Host Agency"; with an address at Hai Jerusalem ECS Compound Juba, South Sudan.

WHEREAS, The South Sudan NGO Forum is a membership body made out of independent legally registered members of National and International NGOs operating in South Sudan forming a network of association membership of independent organizations;

WHEREAS, Tearfund is a registered International NGO operating in South Sudan and a member of NGO Forum;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The subject of this MoU is to host the South Sudan NGO Forum and provide legal umbrella to the operations of South Sudan NGO Forum.

This Memorandum of Understanding supersedes any and all other Memorandum of Understanding, oral or written, between the Parties with respect to the subject matter hereof.

BACKGROUND

- 1.1. In 2022, the Host Agency successfully bid to host the NGO Forum Secretariat and to provide legal umbrella when needed to the NGO Forum, which is accepted. In addition, the Host Agency provides office space for the NGO Forum Secretariat.
- 1.2. The purpose of this MOU is to clarify the Hosting relationship whereby the Host Agency provides legal umbrella and other specific services to the NGO Forum Secretariat to enable effective implementation of the NGO Secretariat operations. This MOU outlines the obligations of both the NGO Forum and the Host Agency.
- 1.3. This MOU is established in a spirit of maintaining the existence of the NGO Forum as critical association that advances the interest of its members. Therefore, the parties commit themselves to implement the MoU through the spirit of strengthening and complementing each other.

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2. Obligations of the NGO Forum:

- 2.1. The NGO Forum shall provide services to the NGO Forum membership as described in the Statutes of Operation, Governance Framework, Donor proposals and the NGO Forum strategy and policy guidance document.
- The NGO Forum shall secure funds and manage the fundraising strategy for NGO Forum.
- 2.3. The NGO Forum shall develop all proposals for the NGO Forum programmes.
- 2.4. The NGO Forum shall develop all required narrative reports.
- 2.5. The NGO Forum shall consult and collaborate with the Host Agency on all key decisions on contracts and grants.
- 2.6. An appointed Director who shall be an employee of the Host Agency and reporting to the South Sudan NGO Forum Joint Steering Committee, shall head the NGO Forum Secretariat.
- 2.7. The NGO Forum shall manage donor relations, in collaboration with the Host Agency.
- 2.8. The NGO Forum shall during the implementation of this MOU operate and use finance and procurement Policies and Procedures, HR Policies and Procedures, Security policies and procedures and any other policies and procedures of the Host Agency. The NGO Forum shall develop addition policies and procedures with agreement of the Host Agency.
- 2.9. The NGO Forum Secretariat shall undertake the following responsibilities:

2.9.1. Programme

- The NGO Forum shall define and develop its Programmes based on its strategy.
- 2.9.1.2. The NGO Forum shall be responsible for designing and writing all donor proposals, and donor reports, both financial and narrative with support from the host agency.
- 2.9.1.3. The NGO Forum shall be responsible for implementation of NGO Forum Secretariat services including any donor funded projects, monitoring progress against objectives and budget in consultation with the host agency
- 2.9.1.4. The NGO Forum shall be responsible for arranging any evaluations that may be required, agreeing Terms of Reference and international consultant

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contract and informing the Host Agency accordingly and request any support from the Host Agency if needed using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.

2.9.1.5. The NGO Forum shall inform The Host Agency immediately of any donor contract performance issues that may impact the delivery of donor commitment.

2.9.2. Human Resources:

- 2.9.2.1. The NGO Forum shall be responsible for recruitment of NGO Forum Staff, developing job descriptions and adverts, undertaking short listing and interviews, contract extensions, and terminations using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.2.2. The NGO Forum shall be responsible for submitting to the Host Agency adverts for any recruitment, and name(s) of successful candidates and the interviews records for issuing employment contract.
- 2.9.2.3. The NGO Forum shall ensure that induction, security briefings, training and exit interviews are conducted for all incoming/exiting NGO Forum national and international staff using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.2.4. The NGO Forum shall ensure that all staff sign and abide by the Host Agency Code of Conduct and associated policies in addition to any NGO Forum internal policies and procedures.
- 2.9.2.5. The NGO Forum shall submit payroll details for both national and international staff, with timesheets; to the Host Agency on a monthly basis.
- 2.9.2.6. The NGO Forum shall implement Performance Management processes for staff, and carry out disciplinary and grievance processes and conduct disciplinary and investigation process using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.2.7. The NGO Forum shall be responsible for approving international travel for NGO Secretariat staff using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.2.8. The NGO Forum shall maintain a salary structure and benefits package approved by the NGO Forum Joint Steering Committee, conducting regular salary surveys and reviews.

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- 2.9.2.9. The NGO Forum shall maintain full employee records, including, annual and sick leave for all staff.
- 2.9.2.10. Disciplinary and investigation process shall be initiated by the NGO Forum Secretariat Director in case of the NGO Forum Secretariat staff and for the NGO Forum Secretariat Director, shall be initiated by the Joint Steering Committee.
- 2.9.2.11. The NGO Forum shall be responsible for HR management of its employees, and when necessary, may request facilitation and support from the Host Agency.
- 2.9.2.12. The NGO Forum shall provide NGO Forum Secretariat staff with security guidelines and keep staff updated on changes to the security environment using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.2.13. The NGO Forum shall provide a security briefing to new International Staff.
- 2.9.2.14. The NGO Forum shall approve any casual laborers as required using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.

2.9.3. Finance:

- 2.9.3.1. The NGO Forum shall initiate NGO Forum related Payment requests for all cash and bank payments.
- 2.9.3.2. The NGO Forum shall follow the host agency Finance Policies and Procedures in addition to any internal NGO Forum procedures.
- 2.9.3.3. NGO Forum shall follow host agency Finance Policies and Procedures and Finance Policies and in addition to any NGO Forum internal financial Procedures.
- 2.9.3.4. The NGO Forum shall ensure accurate and appropriate budget coding of all requisitions (purchase, travel, floats etc.) as per the Host Agency 's Chart of Accounts.
- 2.9.3.5. The NGO Forum shall ensure all payment approvals by the NGO Forum Secretariat Director are as per the approved Authority delegation level as agreed with the Host Agency.
- 2.9.3.6. The NGO Forum shall submit payment requests as required and a monthly cash forecast to the Host Agency based on available donor and membership funding.

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- The NGO Forum shall manage the invoicing, receipt and recording of Membership Fees.
- 2.9.3.8. The NGO Forum shall be the budget holder for all NGO Forum grants and grant-budget.
- 2.9.3.9. The NGO Forum shall review and approve NGO Forum proposal budgets and financial reports submitted to donors.
- 2.9.3.10. The NGO Forum shall review the monthly donor and membership fee financial reports, recommend corrective action on any under or over spends to remain within agreed donor budget.
- 2.9.3.11. The NGO Forum shall report and investigate all suspected fraud cases using the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.3.12. The NGO Forum shall follow the agreed policies and internal control procedures with Host Agency for all cash/ bank payments, incurring expenditure and furnishing supporting documentation;
- 2.9.3.13. The NGO Forum shall us the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures regarding staff advances/ floats and their subsequent settlement.
- 2.9.3.14. The NGO Forum shall submit monthly time sheet of NGO Forum staff to the Host Agency.
- 2.9.3.15. The NGO Forum shall share with the Host Agency donor financial proposals prior to submission to ensure accuracy, and consistency with donor guidelines and formats.
- 2.9.3.16. The NGO Forum shall review and approve components of proposal budgets and financial reports submitted to donors.

2.9.4. Logistics:

- 2.9.4.1. The NGO Forum shall submit authorized procurement requests to the Host Agency for all procurements.
- 2.9.4.2. The NGO Forum shall ensure all requests comply with the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 2.9.4.3. The NGO Forum shall keep an updated fixed asset register; monitor compliance to donor guidelines on assets.

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- 2.9.4.4. The NGO Forum shall be responsible for the management and maintenance of assets and reporting asset damage to the host agency.
- 2.9.4.5. The NGO Forum shall keep an updated office consumable register.
- 2.9.4.6. The NGO Forum shall follow the Host Agency security policies and procedures in addition to the NGO Forum security guideline.
- 2.9.4.7. The NGO Forum shall be responsible for agreeing with the Host Agency on any security evacuations of its staff.
- 2.9.4.8. The NGO Forum shall be responsible for ensuring that its staff are evacuated in line with the agreed Host Agency procedures.
- 2.9.4.9. The NGO Forum shall co-locate with the Host Agency office space for the NGO Forum Secretariat
- 2.9.4.10. The NGO Forum shall develop and keep an updated procurement plan.

Obligations of the Host Agency: 3.

- 3.1. The Host Agency shall provide legal umbrella to the operations of the NGO Forum.
- 3.2. The Host Agency shall facilitate, support or acts on behalf of the NGO Forum upon request or recommendation from the NGO Forum.
- 3.3. The Host Agency shall facilitate and provide finance, logistical and HR support to the NGO Forum in the delivery of NGO Forum objectives and priorities.
- 3.4. The Host Agency shall hold all donor grants on behalf of the NGO Forum.
- The Host Agency shall review all NGO Forum donor narrative reports. 3.5.
- The Host Agency shall produce all NGO Forum donor financial reports. 3.6.
- The Host Agency shall submit all proposals and donor reports on behalf of the NGO 3.7. Forum.
- The Host Agency shall during the implementation of this MOU apply and use its own 3.8. finance and procurement Policies and Procedures, HR Policies and Procedures, Security Policies and Procedures and any other Policies and Procedures required for the implantation of this MOU. The NGO Forum shall develop its own Policies and Procedures in agreement with the Host Agency.
- The Host Agency shall be responsible for maintaining accreditation with the relevant 3.9. Government authorities to allow the Host Agency to operate as an International NGO in South Sudan.

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3.10. The Host Agency agrees to provide the following hosting services and support to the NGO Forum, according to the MOU in force and as required by the NGO Forum governance structures.

3.10.1. Programme

- 3.10.1.1. The Host Agency shall advise the NGO Forum Secretariat on donor rules, regulations and conditions with respect to submission of proposals and implementation of contracts;
- 3.10.1.2. The Host Agency together with NGO Forum shall review all donor concepts, proposals and reports prior to submission, both financial and narrative, to ensure quality and consistency with the donor guidelines and formats.
- 3.10.1.3. The Host Agency shall submit concepts, proposals and reports to donors.
- 3.10.1.4. The Host Agency shall be responsible for all formal communications with the donors for the NGO Forum projects.

3.10.2. Human Resources:

- 3.10.2.1. The Host Agency shall provide HR advice and support to the NGO Forum on staff issues, when requested.
- 3.10.2.2. The Host Agency shall facilitate the recruitment of both national and international staff;
- 3.10.2.3. The Host Agency shall provide administrative support for recruitment of NGO Forum staff.
- 3.10.2.4. The Host Agency shall hold or issue employment contract on behalf of the South Sudan NGO Forum.
- 3.10.2.5. The Host Agency shall ensure that the employment contract mention clearly that, the staff are employed for NGO Forum and not the Host agency and the staff shall follow the Host Agency Policies and procedures in addition to any NGO Forum internal policies and procedures.
- 3.10.2.6. The Host Agency shall implement payroll for NGO Forum Secretariat national staff; process monthly payments for international staff including housing allowance, expenses and R&R allowances.
- 3.10.2.7. The Host Agency shall facilitate and provide support in the enrollment of the NGO Forum staff in medical insurance and other benefits for both national and international staff, and facilitate emergency medical evacuation for international staff.

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- 3.10.2.8. The Host Agency shall provide support in obtaining visas, work permits and police and immigration clearance for international staff.
- 3.10.2.9. The Host Agency shall ensure payment of legally required in-country taxes for the NGO Forum Secretariat staff national and international.
- 3.10.2.10. The Host Agency shall hold basic information for national and international staff (e.g. proof of life, medical details, next of kin etc.) in case of emergency.
- 3.10.2.11. The Host Agency shall respect the NGO Forum authority in decision making regarding NGO Forum Secretariat staff hiring, contract extensions, and terminations in line with the agreed HR policies with NGO Forum.

3.10.3. Finance:

- 3.10.3.1. The Host Agency shall provide funds to the NGO Forum Secretariat for petty cash, and pay any invoices according to the host agency financial policies and procedures in addition to any NGO Forum's policies and procedures and reconcile monthly bank statement.
- 3.10.3.2. The Host Agency shall maintain the financial records for the NGO Forum.
- 3.10.3.3. The Host Agency shall provide regular updates to the NGO Forum Secretariat on NGO Forum finances; monthly variance reports and expenditure list for NGO Forum budgets.
- 3.10.3.4. The Host Agency shall produce internal monthly and quarterly financial reports for the NGO Forum Secretariat, and end of project financial reports for submission to donors.
- 3.10.3.5. The Host Agency together with NGO Forum shall conjointly facilitate statutory and donor financial audits.
- 3.10.3.6. The Host Agency shall receive funds from donors on behalf of the NGO Forum and advises the NGO Forum on donor rules, regulations and conditions with respect to submission of proposals and implementation of contracts.
- 3.10.3.7. The Host Agency shall receive NGO Forum membership fees, and deposit in the Host Agency NGO Forum account and submit summary membership fee income report to the NGO Forum on monthly basis.
- 3.10.3.8. The Host Agency shall provide quarterly updates to the NGO Forum Joint Steering Committees and INGO and NNGO Country Directors on NGO Forum finances.

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- 3.10.3.9. The Host Agency shall facilitate the financial administration of NGO Forum grants and budgets.
- 3.10.3.10. The Host Agency shall pay casual laborers and reimbursements as requested.
- 3.10.3.11. The Host Agency shall produce financial reports for donors in accordance with provided guidelines and formats.

3.10.4. Logistics:

- 3.10.4.1. The Host Agency shall support in procurement when needed; and shall facilitate and support procurement of NGO Forum assets, services, and supplies.
- 3.10.4.2. The Host Agency shall provide support for fueling, maintenance, registration and insurance of NGO Forum vehicles
- 3.10.4.3. The Host Agency together with NGO Forum shall monitor the NGO Forum fixed asset register for donor accountability.
- 3.10.4.4. The Host Agency together with NGO Forum shall support the security management of NGO Forum staff and maintaining appropriate security plan.
- The Host Agency shall provide space for NGO Forum in a separate rooms or 3.10.4.5. section to maintain independence or facilitate the rental payment for NGO Forum Secretariat office space.
- 3.10.4.6. The Host Agency shall facilitate and provide for NGO Forum Secretariat staff transportation, as requested and available.
- 3.10.4.7. The Host Agency shall hold the NGO Forum's vendor agreements/contracts.
- 3.10.4.8. The Host Agency shall make travel bookings based on approved requests by the NGO Forum.

4. Programme Monitoring

4.1. There shall be informal weekly meeting between the Host Agency Country Director and NGO Forum Director on issues arising on hosting services, security management and donor submission schedules.

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4.2. There shall be a formal monthly review meeting between the Host Agency Country Director and NGO Forum Director to discuss progress on donor projects including financial, and hosting services.

5. Donor Relations

- 5.1. In consultation with NGO Forum the Host Agency, shall be responsible for all formal communication with the Donors for the NGO Forum projects; and shall provide the NGO Forum with updates of the correspondence and copies of all documents arising from donor communication, and copies of all significant informal donor communication.
- 5.2. The Host agency jointly with the NGO Forum shall liaise with current and prospective donors on a regular basis, providing programmatic updates, minutes of meetings, copies of reports, studies, and other programme documents arising from donor meetings, and copies of all significant informal donor communication.

6. Payment for Hosting Services

- 6.1. In line with the NGO Forum policy guidelines, payment to the Hosting Agency for hosting the NGO Forum shall be no more than 12% of any donor income in the first two years of the MOU and a maximum of 15% after the two years. Provided the other support cost like: Internet, Office rent, fuel, water, Power, security services, sewage/garbage etc. shall not cost more than 2% of the 12% of any donor income. Where the direct cost exceeds the 2% margin, then the 12% margin shall be adjusted by such percentage.
- 6.2. Other direct cost like medical insurance, Salaries shall be catered from the donor budget line.
- 6.3. The two Parties shall review annually the payment to the Host Agency for hosting the NGO Forum and agree together on the new payment, which shall not be more than 15%.
- 6.4. The NGO Forum in case of termination shall pay the Host Agency only for the value of the already provided support and services, after deduction of any advance payments; taking into account timeframe of the provided support and services.
- 6.5. The NGO Forum shall not commit itself or pay any legal and financial liabilities for NGO Forum operations and payments for the Host Agency for hosting the NGO Forum not submitted to the NGO Forum within 60 days after the termination of this MOU.

7. Financial Risk

7.1. Any financial claim which occurs as a result of a direct or indirect action or inaction by the NGO Forum shall be the responsibility of NGO Forum.

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- 7.2. A financial claim will include but not be limited to:
 - 7.2.1. Over-spending or under-spending of Donor or Membership budgets;
 - 7.2.2. Ineligible or unjustifiable expenses made against Donor budgets;
 - 7.2.3. Reclaim of expenditure as a result of donor audit;
 - 7.2.4. Non-compliance with donor contractual requirements;
 - 7.2.5. Loss of receipts or other original documents;
 - 7.2.6. Failure of or non-performance of donor funded projects;
 - 7.2.7. Legal liability for NGO Forum operations;
 - 7.2.8. Staff costs not covered by donor budgets, including medical treatment or security related evacuation; and
 - 7.2.9. Loss, damage or theft of assets.
- 7.3. The NGO Forum shall hold a contingency of US\$300,000 to honor any financial claims made against the Host Agency as a direct result of its position as host to the NGO Forum.

Relationship [and Disputes]

- 8.1. Responsibility to implement the Hosting agreement rests with the Host Agency Country Director and the NGO Forum Secretariat Director. Day to day administration of service provision shall be delegated to nominated individuals in the Host Agency to act as a liaison point between the two Parties. The NGO Forum Director shall call upon technical support and assistance of key staff of the Host Agency, as agreed with the Host Agency Country Director.
- 8.2. All those in positions of authority or responsibility in the Host Agency and the NGO Forum shall practice the principle of consultative leadership, seeking to understand the views and requirements of those who will be affected by decisions.
- 8.3. Dispute resolution procedure will be as follows. In the first instance, parties will attempt to resolve the dispute through the Host Agency Country Director and the NGO Forum Secretariat Director. If a resolution cannot be found, the dispute will be escalated to the Host Agency Regional Director and the Joint Steering Committee of the NGO Forum.

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- 8.4. If a resolution is not found under the escalation procedure, the dispute will be dealt with by independent mediation. Two mediators each nominated by the NGO Forum and the Host Agency.
- To the extent permissible by law of South Sudan the determination of the Arbitrators shall be final and binding upon the two parties.

9. Confidentiality

- 9.1. The parties undertake to keep confidential any confidential information of which the parties will be aware at the time of execution of this MOU.
- 9.2. Both parties agree to keep confidential any information that may reasonably be expected to be confidential, provided that this paragraph shall not prevent the disclosure or use by any party of information which is or becomes public knowledge, through no fault of that party, or to the extent permitted by law.
- 9.3. The parties would not be held responsible for disclosure of information if the information disclosed were public, or if they obtained them through a third party or by legal means.
- 9.4. The parties undertake to abide by the obligations resulting from this article during the whole period of this MOU and for five years after the termination if this MOU.

10. Period of MoU, Modification and Termination

- 10.1. The MOU comes into on this day of February 2022 and shall remain in force for a period of 36 months to 23. February 2025, unless terminated by either party giving the other party 3 months' written notice of their wish to terminate.
- Both Parities shall have full rights to modify the terms of this MOU at any time during 10.2. the period of implementation in full consultation and agreement with each other in writing.
- Modification to the hosting agreement shall be through negotiation and by written agreement of both parties.
- 10.4. This MOU may be terminated on its expiration; or at any time by any party without penalty. Therefore, in all cases any of the two parties may terminate this MOU for any reason at any time by giving other party Three months' notice.
- 10.5. The NGO Forum in case of termination shall pay the Host Agency only for the value of the already provided support and services, after deduction of any advance payments; taking into account timeframe of the provided support and services.

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- 10.6. Force Majeure: "Force Majeure" means all events which are beyond the control of the parties to this MOU and which are unforeseen or foreseen unavoidable, and which prevent totally or in part the performance by any party.
 - 10.4.1 If the event that any of the parties hereto finds itself unable, by reason of a case of "Force Majeure" to carry out its obligation hereunder in whole or in part, the obligations of such party shall be suspended and the due date for the performance thereof shall be automatically extended without penalty, for a period equal to such suspension.
 - 10.4.2 The party encountering "Force Majeure" shall promptly inform the other party in writing and shall furnish appropriate proof of the occurrence and duration of "Force Majeure". If such delay continues for a period exceeding one (1) month, then either party may terminate this MOU immediately without further notice.
 - In addition, the two Parties are allowed to terminate the MOU with no penalties 10.4.3 in case of:
 - a) Inaccessibility or limitation of their programs in South Sudan due to security situation,
 - b) Suspension of any of the two Parties activities by the local Authorities
 - 10.7. In terminating the hosting arrangement both parties commit to ensuring that all donor and legal obligations committed to during the transitional hosting arrangement, including reporting and audit, are honoured.
 - 10.8. The Host Agency upon termination of this MOU shall provide the NGO Forum with upto-date list of all pending legal and financial liabilities for NGO Forum operations and pending payment for the Host Agency for hosting the NGO Forum; within the first month of the notice period; covering all the liabilities and payments up to the last day of hosting the NGO Forum.
 - 10.9. The Host Agency upon termination of this MOU shall provide the NGO Forum with upto-date list of following; within the first month of the notice period:
 - a) List of all legal and financial liabilities;
 - b) List of all pending payment;
 - List of all NGO Forum assets:
 - d) All staff files;
 - e) All procurement documentation:

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- f) All financial reports submitted to the donors;
- g) All NGO Forum Bank statements and reconciliation;
- h) All Audit reports;
- All communications on behalf of the NGO Forum including communications with the donors;
- j) All documentations of NGO Forum with the Host Agency; and
- k) Signed handover report.

11. Entire Reinforcement contract

- 11.1. This MOU contains all the covenants, stipulations and provisions agreed by the parties.
- 11.2. This MOU shall not be modified or amended without specific written agreement to that effect, signed by both parties. No oral statement of any person whomsoever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Memorandum of Understanding on the date hereinbefore written.

On behalf of the South Sudan NGO Forum

Name: MR. Taban Repent

Role: Chair of the NNGO Steering Committee

Signature:

Date: 19/02/202

On behalf of The Host Agency

Name: MR. Rama Anthony

Role: Country Director

Signature:

Date:

Name: DR. Mesfin Loha

Role: Chair of the INGO Steering Committee

Signature

Date: 19th Feb 2022

Name: MR. Douwe Dijkstra

Role: Regional Director

Signature: Douwe Dijkstra

Date: 23 February 2022

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- g) All NGO Forum Bank statements and reconciliation;
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